

VAN ZANDT COUNTY

121 E. Dallas, Room 102 -- Canton, Texas 75103
903-567-2171 or 903-567-4700 (fax)

John Shinn
County Auditor

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NOTICE RFP-03-11

Van Zandt County solicits Request for Proposal for Health Care Services for Van Zandt County Correctional Facilities and Indigent Healthcare Program.

Request for Proposals (RFP) must be received in the Auditor's office prior to 10:00 Am, Thursday, May 5, 2011 opening to be presented to Commissioners Court at a later date for award. RFP for Health Care Services must be labeled "**Health Care Services for Van Zandt County**" and can be delivered to:

Van Zandt County Auditor
121 E. Dallas, Room 102
Canton, Texas 75103
(903) 567-2171

The Vendor may bid on pharmaceutical services as part of an overall proposal to provide comprehensive health services or the Vendor may bid on pharmaceutical services alone.

RFP packets may be picked up at the Van Zandt County Auditor's Office located in the Courthouse basement, Canton, Texas or requested by email to johnshinn@vanzandtcounty.org.

The County reserves the right to accept or reject in part or in whole any **RFP** submitted, and to waive any technicalities for the best interest of the County. Check with Van Zandt County web-site www.vanzandtcounty.org for updates and changes in schedules, if any.

REVISED SCHEDULE OF EVENTS (FRIDAY, APRIL 29, 2011)

Schedule of events

(Subsequent schedule changes will be posted on web-site, vendors responsible to view any changes of events)

March 30th delivery of RFP

April 14th 3:00 PM pre-bid Meeting, County Court Room;

Visit Facilities and Questions from Vendors (in writing) -last day for questions

April 19th Response by County to Questions from Vendors

(May 5th Opening of RFP updated)

REVISED TO JUNE 10TH for Opening of RFP

**PLEASE RUN IN THE VAN ZANDT NEWS THE WEEK OF APRIL 3 and
APRIL 10, 2011.**

PLEASE PROVIDE AN AFFIDAVIT OF PUBLICATIONS.

Van Zandt County

Canton, Texas

I. COVER SHEET

RFP-03-11

Request for proposal (RFP):

**Health Care Services for Van Zandt County Correctional
Facilities and Indigent Healthcare Program**

(revised) RETURN DEADLINE IS NOT LATER THAN: 10:00am, Thursday, May 5, 2011

**(revised) RETURN DEADLINE IS NOW NOT LATER THAN: 10:00am, Thursday, JUNE
10, 2011**

Note: All proposal documents are now available for downloading from the Van Zandt County Auditor's Website at www.vanzandtcounty.org. Documents may also be faxed at Company's request by calling the number below.

For inquiries please call:

John Shinn
County Auditor
Phone: (903) 567-2171

PROPOSALS RECEIVED LATER THAN THE TIME AND DATE SET FORTH ABOVE WILL NOT BE CONSIDERED FOR AWARD BUT INSTEAD WILL REMAIN UNOPENED AND WILL BE RETURNED TO VENDORS WHEN POSSIBLE!

Schedule of events

(Subsequent schedule changes will be posted on web-site, vendors responsible to view any changes of events)

March 30th delivery of RFP

April 14th 3:00 PM pre-bid Meeting, County Court Room;

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April 19th Response by County to Questions from Vendors

May 5th Opening of RFP (REVISED TO JUNE 10TH, 2011)

OPENING REVISED TO JUNE 10TH, 2011

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III. Instructions

1. Carefully read all portions of the proposal package and fill out all forms completely.
2. All proposals will be opened publicly but only the names of the Respondents shall be read aloud.
3. Fill out **all** forms properly and completely.
4. Signatures must be handwritten and in ink.
5. Eight (8) complete original proposal packages shall be submitted. Of the 8, 2 packages with original signatures must be submitted and one in a CD Disc format. Proposal packages must be submitted to the Van Zandt County Judge, 121 E. Dallas Street, Room 206, and Canton, Texas 75103 before the above deadline. Hand delivered proposals will be received at the same address mentioned above. See guidelines for submitting proposals electronically (item#12); **original pages with original signatures must be mailed or delivered to Van Zandt County Judge listed above in addition to any electronic submission.**
6. **All proposals must be sealed** when returned to Van Zandt County.
7. Proposal number **must be noted** on the outside of sealed return envelope.
8. **Respondents or representatives of the Respondent are prohibited from contacting or communicating in any means with any consultant, employee, manager or elected official of Van Zandt County including any member of the Sheriff's Department or Juvenile Department, or the Van Zandt County Judge and Commissioners concerning this proposal except for questions concerning the proposal by Respondents directed through John Shinn, Van Zandt County Auditor by email to johnshinn@vanzandtcounty.org. Failure to comply with this guideline will result in immediate disqualification from the proposal process.**

9. **LATE PROPOSALS WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED. PROPOSAL NUMBER MUST BE PLACED ON OUTSIDE OF RETURN ENVELOPE.**

10. A proposal is invalid if it has not been returned to the designated location listed above prior to the time and date of receipt of Proposals as indicated in this document.

11. **Van Zandt County guidelines for receiving proposals electronically:**

(Texas Local Government Code Section 262.0235)

Procedures adopted by County for electronic submission of proposals. The county purchasing agent, before receiving electronic bids or proposals, shall adopt rules in conformance with Section 262.011(o) to ensure the identification, security and confidentiality of electronic bids or proposals.

Van Zandt County Information Technology Department will assign an email address for each individual proposal package that qualifies through the purchasing department for electronic proposal returns. Van Zandt County Information Technology will restrict the email availability until the time set forth in the proposal package as the “return deadline”. At the return deadline, the County’s IT department will release the restrictions. The proposals received electronically will then be opened at the return deadline. These steps will ensure the identification, security, and confidentiality of the respondents.

The following steps should be taken by the respondents to submit an electronic proposal successfully:

- A. The respondent must scan their completed proposal package, and then save as PDF file before submitting to the purchasing department assigned email address.
- B. The respondent must include the RFP number in the subject line before submitting proposal to comply with the regulation set forth in the guidelines.
- C. The County’s email system will give a date receipt; which shall include the time and date the respondent’s proposal has been received by the county.
- D. Proposals shall be submitted to the email address provided by the County enclosed in the RFP package only. (To ensure the confidentiality of the respondent)
- E. Respondent’s submitting proposals electronically shall email proposal to auditor@vanzandtcountry.org

12. The Vendor may bid on pharmaceutical services as part of an overall proposal to provide comprehensive health services or the Vendor may bid on pharmaceutical services alone.

IV. Standard Terms and Conditions

Proposals are solicited for healthcare services for all Van Zandt County Correctional Facilities. **By returning this proposal with price(s) quoted, Respondent's certify and agree to the following:**

1. Alternate proposals will not be considered unless authorized. If there is any question as to the specifications or any part thereof, Respondent may submit to the Van Zandt County, Texas Auditor's Office, a request for clarification. Such requests must be received a minimum of five (5) days prior to scheduled opening date.
2. Non-performance or non-compliance of the Standard Terms & Conditions, or non-performance or non-compliance with the Specifications shall be basis for termination by Van Zandt County of the proposal or final executed contract. Termination in whole, or in part, by the County may be made solely at the County's option and without prejudice to any other remedy to which Van Zandt County may be entitled by law or in equity, or elsewhere under this RFP or the agreement, by giving thirty (30) days written notice to the vendor with the understanding that all work being performed under this agreement shall cease upon the date specified in such notice. Van Zandt County shall not pay for work, equipment, services or supplies, which are unsatisfactory. The Respondent may be given reasonable opportunity prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance or non-compliance.
3. Respondent shall make all inquiries necessary to be thoroughly informed as to the specifications and all other requirements proposed in the RFP. Any apparent omission or silence of detail in the description concerning any point in the specifications shall be interpreted on the basis of best commercial practices, and best commercial practices shall prevail.
4. The Respondent shall affirmatively demonstrate Respondent's qualifications by meeting or exceeding the following minimum requirements:
 - A. Have adequate financial resources, or the ability to obtain such resources as required.
 - B. Be able to comply with any required or proposed delivery schedule.
 - C. Have a satisfactory record of performance.
 - D. Have a satisfactory record of integrity and ethics.
 - E. Be otherwise qualified and eligible to receive the award.
5. All invoices shall be sent to the Van Zandt County Treasurer, 121 E. Dallas Street, Room 101, and Canton, Texas 75103. Invoices must detail the materials/equipment/services delivered and

must reference the Van Zandt County Purchase Order Number. Payments are processed after the Treasurer's Department has verified that the material or equipment and/or services have been delivered in good condition and that no unauthorized substitutions have been made according to specifications. Neither a signed receipt nor payments shall be construed as an acceptance of any defective work, improper materials, or release of any claim for damage.

6. Only the Commissioners Court of Van Zandt County, Texas acting as a body may enter into any type of agreement or contract on behalf of Van Zandt County. Department heads, other elected or appointed officials, are not authorized to enter into any type of agreement or contract on behalf of Van Zandt County, or to agree to any type of supplemental agreements or contracts for goods or services. Contracts are subject to review by the County's attorney prior to signature by the authorized County official.
7. The Respondent shall be considered an independent Contractor and not an agent, servant, employee or representative of the County in the performance of the work. No term or provision, hereof, or act of the Respondent shall be construed as changing that status.
8. The Respondent shall defend, indemnify, and shall save whole and harmless the County and all its officers, agents, employees from and against all suits, actions, or claims of the character, name and description brought for or on account of any injuries or damages (including but not restricted to death) received or sustained by any person(s) or property on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Respondent on the execution or performance of the Contract.
9. The Respondent agrees, during the performance of the work, to comply with all applicable codes and ordinances of the City of Canton, Van Zandt County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
10. The Respondent shall obtain from the appropriate City, Van Zandt County, or State of Texas the necessary permit(s) required by the ordinances of the City of Canton, Van Zandt County, or State of Texas, for performance of the work.
11. The Respondent shall not sell, assign, transfer or convey the agreement in whole or in part, without the prior written consent of the County.
12. The parties herein agree that the agreement shall be enforceable in Van Zandt County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Van Zandt County, Texas.
13. The agreement shall be governed by, and construed in accordance with, the Laws of the State of Texas and all applicable Federal Laws.

14. Funding Clause - Payments required to be made by Van Zandt County under the terms of the agreement shall be contingent upon and subject to the initial and continuing appropriation of funding for the agreement by and through the Commissioners Court of Van Zandt County, Texas. In the event appropriations for funding of the agreement are not approved by and through the Commissioners Court, the contract shall terminate. Van Zandt County shall, submit written notice to Respondent thirty (30) days prior to such termination. Upon notice of termination, as provided in this paragraph, the Respondent may submit a final invoice to the County and coordinate with the Purchasing Agent to remove all property belonging to said Respondent as soon as possible. Payment for final invoice will be subject to verification and approval by the purchasing agent. Thereupon, Van Zandt County will be released from its obligation to make further payments.
15. Van Zandt County is exempt from federal excise and sales taxes, ad valorem taxes and personal property taxes; therefore, tax must not be included in proposals tendered. Proposals offered must be complete and all inclusive. Van Zandt County will not pay additional taxes, surcharges or other fees not included in bid prices.
16. Van Zandt County expressly reserves the right to accept or reject in part or in whole, any proposals submitted, and to waive any technicalities or formalities as to such waiver is determined to be in the best interest of Van Zandt County.
17. In case any one or more of the provisions contained in the agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and the agreement shall be considered as if such had never been contained herein.
18. Proposals may be withdrawn prior to the official opening. Alterations made before the time of official opening must be initialed by Respondent guaranteeing authenticity. Proposals may not be amended, altered or withdrawn after the official opening, except upon the explicit recommendation of the Purchasing Agent and the formal approval of the Commissioners Court.
19. The agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties. A contract will be executed after determination of the award.
20. Respondent must provide a certificate of insurance conforming to the above listed requirements or a statement of Respondent's insurance carrier certifying that the required coverage shall be obtained by Respondent within ten (10) days of formal award of the Contract. In the case where a certification letter from an insurance carrier is attached to the bid in lieu of an insurance certificate, any formal award of a contract shall be contingent upon required coverage being put into force **prior** to any performance required by subject agreement.

21. Van Zandt County reserves the right to terminate the agreement at any time, without cause, upon sixty (60) days written notice to Respondent. Upon termination, Van Zandt County shall pay Respondent for those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with the Contract, except no payment shall be made for costs recoverable by Respondent in the normal course of doing business or which can be mitigated through the sale of supplies or materials obtained for use under this Contract. It is further agreed by Respondent that Van Zandt County shall not be liable for loss or reduction in any anticipated profit.
22. Additional or alternate bonds may be required in accordance with Texas statutes as outlined in the specifications. Payment bond and performance bonds for an individual project in excess of \$50,000.00 shall be executed in the amount of the contract solely for the protection of all claimants supplying labor or furnishing the materials used on the project.
23. Van Zandt County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. It is the policy of Van Zandt County to involve qualified minority/women-owned businesses to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects. The County, its contractors, their suppliers and sub-contractors, vendors of goods, equipment, services, and professional services, shall not discriminate on the basis of race, color, religion, national origin, age, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate standards in contractor, sub-contractor, vendor service, professional service, and supplier utilization. All vendors, suppliers, professionals and contractors doing business or anticipating doing business with Van Zandt County shall support, encourage and implement steps toward our common goal of establishing equal opportunity for all citizens of Van Zandt County.
24. Respondents must agree to provide the following information as part of this proposal:
 - A. Form of business. (If a corporation, limited partnership or limited liability Company, indicate the state of creation).
 - B. Name of contact person (single point of contact with the Respondent).
 - C. List of all criminal charges, civil lawsuits or dispute resolutions to which Respondent is a party in the past five (5) years and the nature of the issue. Indicate if and how it was resolved.
 - D. List all criminal charges, civil lawsuits, or alternative dispute resolutions to which Respondent becomes a party for the period beginning with the submission of the proposal until the rejection or award of the RFP.
 - E. Current fiscal year-end and year-to-date financial statements.

25. Van Zandt County reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the County, or to award a contract to the next most qualified Respondent if a successful Respondent does not execute a contract within 15 business days after approval of the selection by the Van Zandt County Commissioners Court.
26. Van Zandt County reserves the right to request clarification of information submitted and to request additional information of one or more Respondents.
27. Costs of preparation of a response to this request for proposals are solely those of the Respondent. Van Zandt County assumes no responsibility for any such costs incurred by the Respondent. The Respondent also agrees that Van Zandt County assumes no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.
28. The awarding Respondent shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least two (2) years after completion of the contract resulting from this request for proposal. Van Zandt County shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of this agreement.
29. as provided in section 262.030 of the Local Government Code: Proposals shall be opened so as to avoid disclosure of contents to competing offerors and kept secret during the process of negotiation. All proposals that have been submitted shall be available and open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposals and identified as such.
30. **List any pending litigation or anticipated litigation that your firm is involved in, including but not limited to, potential or actual legal matters with private parties and any local, State, Federal or international governmental entities. Van Zandt County reserves the right to consider legal liability information in the evaluation process of this RFP.**
31. Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the proposer. Van Zandt County and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.

32. Worker's Compensation Insurance Coverage:

- a. Certificate – A copy of the certificate of insurance, a certificate of authority to self insure issued by the commission, or a coverage agreement showing statutory worker's compensation insurance coverage for the person's or entity's employees providing services on a project for the duration of the project.
- b. Duration of 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.
- c. Subcontractors – Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless whether that person has employees. This includes, without limitation, independent contractor, 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" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portables.
- d. Coverage – 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 the Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- e. The contractor must provide coverage to the governmental entity prior to being awarded the contract.
- f. The Contractor's failure to comply with any of these provisions and those set forth in the TWCC 110.110 is a breach of contract by the contractor which entitles Van Zandt County to declare the contract void immediately.

Liability insurance and penalty

Health Contractor shall maintain at its expense the established levels of insurance as stated herein for Workers' Compensation, Comprehensive General Liability, Professional Liability including Medical Malpractice coverage and Property Insurance. Notices and Certificates of insurance shall be submitted to the Van Zandt County Purchasing Agent.

Insurance coverage will include as a minimum:

1. Workers Compensation and Employer's Liability Statutory \$1,000,000.00 each accident;
2. Comprehensive General (Public) Liability to include (but not limited to) the following:

Premises/operations, independent contractors, personal injury, products/completed operation, contractual liability-bodily injury \$1,500,000.00 per occurrence; property damage \$1,500,000.00 per occurrence or combined single limit for bodily injury and property damage \$3,000,000.00;

3. Professional Liability Insurance including Medical Malpractice coverage with minimum limits of \$1,000,000.00;
4. Property Insurance for physical damage to equipment, medical or otherwise, or personal property of Health Contractor for a minimum of 90% of the actual replacement value of the property.

With respect to required insurance, Van Zandt County shall be named as additional insured.

IT IS EXPRESSLY PROVIDED AND HEALTH CONTRACTOR AGREES THAT A PENALTY OF \$10,000.00 DOLLARS PER DAY SHALL BE IMPOSED FOR EACH DAY OF NON-COVERAGE OF ANY REQUIRED INSURANCE AS SET OUT HEREIN; SAID PENALTY BEING AGREED LIQUIDATED DAMAGES TO VAN ZANDT COUNTY.

Indemnification

Contractor agrees to indemnify and hold harmless the County, its agents, servants, and employees, for any and all claims, actions, lawsuits, judgments, cost of litigation, including reasonable attorney's fees, or liabilities of any kind whatsoever, including punitive damages arising out of the provision of health care services to inmates/juveniles in custody and control of Van Zandt County or the failure to provide such services and any negligent or wrongful acts, including malpractice of Health Contractor, its agents, servants or employees in providing services hereunder.

It is expressly agreed by the parties that Health Contractor is at all times hereunder acting and performing as an independent contractor to coordinate the provision of professional services within the scope of authority conferred by this proposal.

The provisions of this clause shall remain in effect no more than two (2) years beyond the term of a contract if entered into; Contractor and County shall continue to be obligated hereunder so long as Contractor may be named in any claim or cause of action, as aforesaid, for necessary care rendered by Contractor or any of its employees, agents or independent contractors licensed professionals or any act by any employee, agent or servant as aforesaid of the County, under the County's control and supervision.

Health Contractor shall demonstrate that it is an equal opportunity employer, having a declared policy of non-discrimination stating that they will take affirmative action to maintain and promote non-discrimination as to race, color, religion, national origin, sex or age in all phases of employment in accordance with the law pursuant to the Civil Rights Act of 1964 and executive order hereunder.

General Provisions

Termination: Any party to this agreement may terminate this agreement for cause. In the event of termination for cause, the agreement shall terminate upon receipt of ninety (90) day written notice from terminating party. Cause is described as (a) material breach of the terms of this agreement; provided, however, that the breaching party fails to cure such breach within thirty (30) days of receipt of notice of the breach from the non-breaching party; (b) loss or suspension of accreditation or license; (c) failure to renegotiate the agreement satisfactorily to both parties if options to renegotiate is exercised by Van Zandt County. Termination in whole or in part, by the County may be made solely at the County's option and without prejudice to any other remedy to which Van Zandt County may be entitled at law or in equity, or elsewhere under this Proposal or the Contract, by giving ninety (90) days written notice to the Respondent, with the understanding that all work being performed under the Contract shall cease upon the date specified in such notice. Van Zandt County shall not pay for work, equipment, services, or supplies, which are unsatisfactory. Van Zandt County may terminate this agreement without cause upon ninety (90) days written notice to the other party.

Governing Law: This agreement shall be interpreted and enforced in accordance with the laws of the State of Texas and any applicable federal law and all obligations of the parties created by this contract are performable in Van Zandt County, Texas. Contractor agrees that venue shall be proper only in Van Zandt County.

Exclusive Agreement: This Agreement is exclusive and shall prohibit Van Zandt County from entering into agreements with other facilities or providers of health care services to inmate/juveniles during the term of this contract except for those health care services that the primary contract recipient is unable to provide.

Van Zandt County expressly reserves the right to accept or reject in part or in whole any proposals submitted, and to waive any technicalities or formalities, considered being in the best interest of Van Zandt County.

V. Project Scope

Proposals are solicited for health care services for Van Zandt County Correctional Facilities and Indigent Healthcare Program. All Proposals must be compliant with the Laws of the State of Texas.

Programs and Goals

The following are the basic goals of this Health Care Service Program:

1. To provide a quality health and medical services program. Such contract requires the Contractor to provide any and all subcontractors required for services under this contract at Contractor expense.
2. To provide emergency and medical care on-site or, when necessary, off-site, to all inmates of the Van Zandt County Jail Facilities and by currently licensed and certified professional staff of Health Contractor.
3. To provide a cost effective program and to minimize other health care related costs.
4. **Van Zandt County reserves the right, and it is understood by the Respondent, that any one or any combination of the three programs and goals, as listed may be accepted or rejected by Van Zandt County upon the final award under this RFP.**

Definitions

ENTRUSTMENT means the arrest for violation of the law or otherwise detention of a person pursuant to a court order or law for which Van Zandt County will be legally responsible as defined by federal, state, or local law.

SCJF means any Van Zandt County Jail Facility utilized for the purpose of detaining inmates.

INMATES shall mean those individuals who are in the custody and control of the Van Zandt County Sheriff's Department or otherwise detained to court order or law for which the Van Zandt County Sheriff shall be legally responsible as defined by federal, state or local

MEDICAL DIRECTOR means an appropriately licensed and qualified physician appointed by the Contractor and approved by the Van Zandt County Sheriff or his designee.

OFF-SITE means a location other than a Van Zandt County Jail Facility.

ON-SITE means a location at a Van Zandt County Jail Facility.

PSYCHIATRIC care means critical incident evaluation, consultation and prescribed medications as ordered by the Psychiatrist contracted with Van Zandt County.

Health screening/appraisals

An initial health screening shall be performed on all inmates when booked. A trained booking officer will always provide the initial cursory screening. Documentation from the medical screening and associated findings shall be recorded and maintained on file separate and apart from other non-medical confinement records and will be recorded separately as a part of the booking file. Health screening shall include, but not be limited to:

1. History (past history, review of organ systems);
2. Current illnesses, including medications taken, special diets, therapy;
3. Behavioral observations, including state of consciousness status;
4. Inventory of body deformities, trauma markings, bruises, lesions, movement, etc;
5. Markings, condition of body orifices
6. Presence of lice and vermin; and
7. Disposition/referral:
 - assignment
 - referral for further evaluation or treatment; and
 - Medical isolation.

Inmates in need of acute medical attention will receive appropriate medical care as indicated either on-site or by appropriate off-site referral. Pre-existing conditions cannot be treated unless determined by the assigned physician as necessary due to a contagious or life threatening condition.

A health appraisal, which includes a health assessment and review of health screening results, will be completed for each inmate within forty-eight (48) hours of entrustment. The results of the health appraisal and any accompanying laboratory tests and medical examination(s) will be recorded. Where appropriate, therapy will be initiated.

Confidentiality

Contractor or its successor in interest will comply with federal and state law to preserve and protect the confidentiality rights that the inmate or inmate's legal representative may have in the off-site or on-site medical records. Contractor will not release any information or discuss any inmate medical records or history of illness with the public, media, inmate's attorney or any unauthorized persons without the approval of the Sheriff or designee.

Health care staff and training

The health care services described herein shall be under the exclusive control and management of Contractor and shall be staffed with appropriately licensed/certified professional personnel. Contractor will provide a Health Services Manager (HSM/RN) who is a registered nurse.

In the event the HSM/RN is absent due to sickness, vacation or any other reason, Contractor shall furnish a replacement that has comparable education, training and experience.

Other appropriate licensed health care professional personnel, including medical specialists will be provided by Contractor as needed. Contractor shall provide continuing orientation and training for its health care staff, as it deems appropriate. Contractor agrees to employ the clerical and support staff needed to properly operate the health services program.

Health care education

All education in health care for inmates shall be conducted by the Contractor on a continuing basis as authorized by the Jail Administrator or a designated representative. This education, when appropriate, shall include topics in health, instruction in self-care for chronic conditions, health risk assessment, personal hygiene, nutrition, venereal disease, exercise and chemical substance abuse.

Contractor shall provide CPR training, first aid instruction and other continuing professional education courses to county jail facilities jailer staff as requested. Training charges will only be for approved training and presented for payment only after training has been provided.

Contractor shall provide TB screening to inmates and all new employees, then yearly thereafter. The supplies are currently provided by the Van Zandt County Health Department and serum to be provided to inmates only. Jailers and may request serum if it is supplied by the Van Zandt County Health Department.

Licenses and compliance

The Contractor shall obtain all licenses, which may be necessary under the laws of the State of Texas to enable it to render the services contemplated by this proposal. County agrees to inform Contractor of any statutes relating to the Van Zandt County Jail Facilities of which it has knowledge. Further, the Contractor agrees that it will require all of its independent contractor professionals, agents, employees and other persons under its charge rendering such services to secure and to maintain in good standing any and all professional and other licenses, which may be required of them by such governmental agencies for the purpose hereof.

Contractor complies and will continue to comply with all federal, state, and local government statutes, ordinances, orders, and regulations applicable to the terms and conditions of this Agreement.

Quality Assurance

The Medical Director shall be the responsible physician who shall be delegated the usual responsibility for final medical decisions and for assuring the quality of medical services provided to inmates is in accordance with federal, state and local law.

The Contractor shall submit quarterly reports to the Jail Administrator or the designated representative on the overall provision of necessary care in general, and on the health status in particular of the inmates committed to the custody of the County.

The Contractor will cooperate with Van Zandt County for the submission of any reports, records or

documents required by any appropriate authority or court requesting same for any reason whatsoever, to the extent that such request does not violate any and all state and federal laws pertaining to the release of such reports, records or documents.

County will have the right to obtain a second outside medical opinion of its choice as to health care provided to inmates who are patients in off-site or on-site medical facilities. In the event County exercises its right to obtain a second outside medical opinion, County will be solely responsible for the costs associated in obtaining the opinion.

Contractor does hereby certify it is aware of and familiar with applicable statutes, rules, regulations or requirements, both state and federal, which relate to provision of health care services to Inmates. Contractor certifies that it can and will follow and abide by such applicable provisions.

Off-site Medical Services

Off-site hospitalization care shall be provided when, in Contractor's health care staff's opinion, such treatment cannot be adequately given at the on-site facility. In addition, off-site hospitalization and off-site detoxification shall be provided when deemed appropriate by the responsible physician. Off-site health care must be provided under the security guidelines established by Van Zandt County Sheriff in regard to those in his custody or control.

Contractor agrees to assume all operational and financial responsibilities for the health services program to be administered at a SCJF and off-site treatment center of an inmate if warranted as set forth herein.

County and Contractor shall agree on all necessary off-site medical care covered to inmates of the SCJF.

Reimbursement for services will be paid at the indigent health care rate for Van Zandt County.

Emergency Medical Care

Contractor shall provide all inmates with twenty-four (24) hour emergency medical care. Off-site emergency care will be determined by the medical staff that will select the most appropriate facility for the inmates to receive necessary emergency medical attention. If the emergency care appears life threatening, Contractor will comply with Section 773.010 of the Texas Health & Safety Code.

Medical Records

Accurate medical records will be made and maintained by the Contractor. Any and all medical records

will be provided in certified form, as required by a court, to Van Zandt County at no charge to Van Zandt County.

Off-Site Medical Records

Medical records pertaining to off-site health care services of the inmate (off-site records) will be the property of the off-site health care provider. The Van Zandt County Sheriff shall have reasonable access to off-site medical records. The off-site records must be complete when inmate leaves the off-site facility and a copy of the completed record is to be brought to the on-site facility with the return of the inmate.

On-site Medical Services

On-Site Medical Care

Whenever possible, medical attention will be rendered on-site, minimizing security risks as well as well as medical costs.

Health Contractor shall furnish all labor, equipment, medications and supplies, except as provided herein, to insure medical services for inmates of the Van Zandt County Jail Facilities. Contractor's responsibility as to each individual inmate will commence upon entrustment of such person to the custody and control of Van Zandt County and shall terminate when such inmate is released from custody and control of Van Zandt County.

Contractor will provide on-site health care services, medical and psychiatric services as specified for inmates detained at the SCJF.

Contractor will provide and maintain on-site at SCJF, a manual of written policies and procedures including medical protocol. A copy of such policies and procedures will be furnished to Van Zandt County Sheriff's Department . Any new policies or procedures will be reviewed by Van Zandt County Sheriff's Department Administration prior to implementation.

Nurse Medical Care

Contractor will provide twenty-four (24) hour on-site health care services seven (7) days per week by currently licensed nurses at Van Zandt County Main Jail; eight (8) hours a day, seven (7) days a week on-site health care services of the Low/Medium Risk by currently licensed and certified professionals. Such health care services shall be limited to LVN's, an on-site RN Nurse Manager and clerical person to process referrals and coordination of benefits. In the event the R.N. Nurse Manager is absent due to sickness, vacation or other reason, Contractor agrees to furnish a replacement that has comparable education, training, experience and licensing.

Physician Medical Care

Contractor agrees to provide a licensed physician two (2) hours per week to deliver medically necessary health care services, which are determined by the agents, employees or representatives of the awarded contractor to be appropriate and necessary. The definition of medically necessary and appropriate are those therapies required to treat acute, episodic illness and to prevent immediate loss of life, limb or permanent disability.

It is understood and agreed that an “on-call” physician shall be available twenty-four (24) hours per day, seven (7) days per week to any SCJF. The “on-call” physician will offer in person assistance when it is required in the judgment of the Contractor’s on-site healthcare staff. Contractor will provide all laboratory and diagnostic tests which the on-call or attending physician deems necessary.

Any licensed physician or group of physicians providing services under this contract must maintain local hospital privileges.

Reimbursement for services will be paid at the indigent health care rate for Van Zandt County.

Medical Records

Accurate medical records will be made and maintained by Contractor. Any and all medical records will be provided in certified form, as required by a court, to Van Zandt County at no charge to Van Zandt County.

On-Site Medical Records

1. Medical records pertaining to on-site or any other health care services “On-Site records” of the inmate will be the property of Van Zandt County subject to the control and access of the contractor or contractor’s successor in interest. Any inmate request for on-site records must first be approved by the Jail Administrator or designated representative and designated representative of Contractor, prior to release of such records to the inmate. Any request for inmate on-site records by Van Zandt County will be made to Contractor on-site medical staff. Such access will be limited to the Sheriff or his designee. Original copies of inmate records will only be released by subpoena.

2. Contractor will have a right of reasonable access to such on-site records when necessary to enable Contractor to prepare for litigation or anticipated litigation brought or threatened

To be brought pertaining to any services, which is the subject of this Contract, whether Contractor or Contractor’s successor in interest has possession of such on-site records?

3. The on-site records will be kept and maintained by Contractor at the Van Zandt County Jail and at the as required in files segregated from other records that may pertain to the inmate. Such on-

site records will be supplemented and will reflect all subsequent findings, diagnoses, treatment disposition and dispensation of medications, and the name of any other institution to which the inmate was released and to which a copy of the medical records was forwarded.

4. Reimbursement for services will be paid at the indigent health care rate for Van Zandt County.

Medicine/Supplies

The prescription, dispensing and administration of medications shall comply with the Pharmacy Practice Act and all other applicable state and federal laws and/or regulations. An up-to-date inventory of prescription and non-prescription drugs shall be kept. All narcotics shall be kept under lock and key and a daily count shall be taken, recorded and kept on file for the purpose of maintaining a current inventory of such narcotics.

Contractor agrees to provide all patient related medical supplies, medications and equipment. Van Zandt County agrees to provide currently owned equipment purchased for Medical Facility. Van Zandt County agrees to work with Contractor to purchase additional necessary equipment as agreed upon in advance by both parties in writing. Van Zandt County agrees to maintain and repair the existing Medical Facility at SCJF at its expense as well as make provisions for electrical, phone, water, and sewer.

Van Zandt County agrees to reimburse Contractor for Supplies and medications included in this proposal. Contractor will submit monthly-itemized invoices for services provided to inmates of SCJF by the fifth (5th) of each month, and Van Zandt County agrees to submit payment to contractor within thirty (30) working days of receipt of a valid invoice. The invoice shall contain a listing of patient names, rates for treatments and/or medications and monthly usage. Reimbursement for all services will be paid at the indigent health care rate for Van Zandt County.

Contractor shall submit monthly review of all emergency room referrals, outside consultants and pharmacy usage to Van Zandt County. A master log is to be maintained as to dispensation of medications. The log shall provide name of inmate, how much and when to be given and to confirm dispensation.

Services not provided by health contractor

Health Contractor shall not be required to provide the following services:

1. The furnishing of personal care products, including, but not limited to such items as dentures, eyeglasses, contact lenses, hearing aids, etc.
2. Health care services to visitors
3. Toxicology examinations and/or laboratory tests for use in forensics or disciplinary procedures.
4. Items available through the commissary
5. On-site health care services to jailers and/or other Van Zandt County personnel
6. Ambulance and non-ambulance transportation services
7. Dental services

8. On-site physical therapy

Office space

County shall provide, at its sole expense, all currently available office space within the facilities for the use of Contractor's staff and independent contractor licensed professionals. All utilities incident thereto shall likewise be provided by the County at no cost to Contractor. County shall pay for all medically related long distance telephone calls made by the staff and independent contractor licensed professionals through the subject telephone service. A log of all long distance calls is to be maintained.

Equipment

Contractor will be responsible for providing and maintaining all medical services equipment necessary to provide the standard of care required under this contract. Contractor will keep such equipment in good condition and repair. The County will be under no obligation to provide any additional equipment or supplies pursuant to this contract unless otherwise specified herein.

Transportation

Should the Case Manager deem it necessary or appropriate in the interest of proper medical care that an inmate be transferred from the County Jail Facility to a hospital, County shall be responsible to provide all ambulance and non-ambulance transportation. County shall further provide such vehicles and drivers as may be needed for non-ambulance emergency transportation, in the event that Contractor deems such emergency transportation to be necessary and appropriate. County shall further provide such security as may be necessary in connection with any such transportation. In the event the Case Manager recommends that an inmate should be transferred to another medical facility for off-site health care, County may prevent such transfer due to security reasons. The Case Manager's decision to recommend such a transfer will be made on a case-by-case basis after the on-site health provider determines the transfer is necessary. In such event, County hereby releases Contractor from any liability and agrees to indemnify Contractor for any damages, costs or attorney's fees incurred as a result of the County's prevention of the transfer. In the event an inmate is transferred off-site to other medical facilities, County agrees to provide adequate security for inmates.

Security

The Contractor shall have no responsibility for the physical security of the County Jail Facilities nor will it have any responsibility for continuing custody of the inmates, same being the sole responsibility of the County.

County agrees to provide reasonable security for Contractor employees while at the County Jail Facilities so long as Contractor's employees or independent contractor professionals shall observe the

security policy and procedures and related directives, orders and/or decisions in effect. All such security provisions shall come entirely under the jurisdiction of Van Zandt County Jail Administrator or his designee.

Van Zandt County will provide security in every case for off-site provider. Van Zandt County personnel providing security at off-Site facilities agree to abide by off-site facilities policy and procedures while on-site at such facility, provided such policy and procedures are consistent with the policies and procedures of Van Zandt County.

Any prospective employee of contractor assigned to SCJF must submit to a background investigation to be conducted by the Sheriff's Office. Each prospective employee or active employee assigned to SCJF will submit to a drug screen. Contractor will pay for all new employee drug screens. Sheriff's Office are to receive the results within thirty (30) days.

Van Zandt County agrees to provide a liaison for the medical facility staff and personnel who will be available seven (7) days a week, twenty-four (24) per day. Such person(s) shall be named and made available to Contractor beginning with effective date.

Media Relations

It is understood by Contractor and their independent contractors that informational releases regarding patients medical or health condition will NOT be made to any sources unless approved by the Sheriff or his designee. All releases concerning patients' medical condition (subject to any privilege or right the patient may have under state or federal law) or jail operations will be made by the Van Zandt County Sheriff or his designee.

General Information

Third Party Reimbursement

In the event that the off-site health services provided under this proposal to an inmate are covered by third party payments including but not limited to worker's compensation, private insurance providers, Medicaid/Medicare/Indigent, etc., Contractor shall collect reimbursement from such entities in the same manner as if such services had been provided by a private physician or private health care organization. County agrees to facilitate this effort and to make available to Health Contractor necessary records and information for processing claims. County will pay for inmate health services as set forth in this proposal notwithstanding an inmate may be or is covered by a third party payer ("TPP"). Contractor will file for TPP payment within thirty (30) days of treatment. In the event Contractor receives any such TPP payment, the TPP payment will be reimbursed in the form of a check made payable to Van Zandt County, less any costs of collection or attorney's fees in obtaining the TPP payment. In no event would County be entitled to recover more than what County has paid Contractor. The County is to be reimbursed within ninety (90) days and all backup documentation is to be included

with the reimbursement check.

Indigent Healthcare

All inmates will be screened for eligibility through County Indigent Health Care. Information needed for certification, will be obtained within fourteen (14) days from book-in.

Limitations on Catastrophic Accident or Illness

Notwithstanding any provision in this proposal to the contrary, Health Contractor shall be entitled to additional compensation in the event of certain catastrophic illnesses or accidents. For the purposes of this paragraph, "Catastrophic Illness or Injuries: shall apply to each incarceration period of an inmate and include only the following:

- A. Any single contagious illness affecting more than one (1) inmate where the total medical cost incurred by Health Contractor for providing treatment exceeds a cumulative total of \$20,000.00; or
- B. Any injury to more than one (1) inmate arising from an occurrence where the total medical cost incurred by Health Contractor for providing treatment to such inmate so injured exceeds an occurrence cumulative total of \$20,000.00; or
- C. Any illness affecting only one (1) inmate where the successive twelve (12) month medical costs incurred by the Contractor for providing treatment to such inmate exceeds a cumulative of \$10,000.00; or
- D. Any injury to only one (1) inmate where the successive twelve (12) month medical costs incurred by Health Contractor for treatment to such inmate so injured exceeds a cumulative total of \$10,000.00.

Contractor shall remit to County photocopies of its paid invoices pertaining to such excess costs and shall certify a detailed statement attached to a County voucher for its assertion that same falls within one or more of the above listed categories. The County will review the statement and upon approval of the appropriate authorities, process the voucher, statement and invoice for payment.

Medical costs for purposes of this section shall include within ninety (90) days all medications, supplies, laboratory and diagnostic tests and procedures, and all medical services within and without the on-site facility.

Contractor Transition

Contractor shall, upon written notice, negotiate in good faith a plan with successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a date for work described in the plan, and shall be subject to the Van Zandt County Sheriff's approval. Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to insure that the services called for are maintained at the required level of proficiency.

Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract.

ADDITIONAL INFORMATION PROVIDED BY VAN ZANDT COUNTY

Beds and Populations

Van Zandt County Jail, population is 192 at full capacity with an average population of 175.

Locations

Van Zandt County Indigent Healthcare Program
24632 Highway 64 East
Canton, Texas 75103

Van Zandt County Jail
1220 West Dallas Street
Canton, Texas 75103

VI. Proposal Submission Format and Requirements

Proposal Format: The following information shall be submitted in your proposal in the order listed below in a binder with tabs differentiating each section. Failure to submit this information will render your proposal non-responsive.

To be considered, prospective contractors must submit a complete response as required by the RFP. Contractors must submit evidence of their ability to provide complete, thorough and comprehensive responses, and information for each of the following components of the RFP.

A. Firm/Company Description

- Describe the ownership and current principals of your firm and any other firm that you propose to become part of your team. From what office will this project be administered?
- Provide proposed project manager for this project and contact information

B. Financial Responsibility

- Supply your latest financial statement (audited statement if available).
- Provide a statement demonstrating your ability to satisfy all insurance requirements.

C. Experience

- Provide the two most recent similar contracts your firm has in place. For each contract, provide the name of an owner's representative (with a phone number) who is familiar with your performance on the contract.
- Provide your firm's safety rates for the past year and you firm are current incident rates.
- Please designate the specific individuals to fill the following key roles on your team and submit resumes for each:
 - Health Services Manager/HSM/RN
 - Assistant Manager
- Provide an organizational chart showing the lines of responsibility and accountability for your team, including a list of all employees that will work in Van Zandt County's Facilities.

D. Medical Records/Reporting

- Provide a sample report that shall be submitted to Van Zandt County Personnel on the overall provision of necessary care in general; and on the health status of inmates committed to the custody of the County.
- Describe your company's policies and procedures of maintaining Medical Records, including on-site medical records.

E. Health Care Education/Transition Plan:

- Provide in detail your company's continued healthcare education program for inmates. Topics included in your program should include but is not limited to, instruction in self-care for chronic conditions, health risk assessment, personal hygiene, nutrition, venereal disease, exercise and chemical substance abuse.
- Provide in detail your company's continued training plan for jail staff. Topics included in your program should cover CPR training, first aid instruction and other continuing professional education courses.
- Provide your company's transition plan.

F. Offsite Medical Services/Emergency Care

- Provide a detailed summary of procedures of your company's approach for offsite medical services.
- Provide a detailed summary of procedures of your company's approach for emergency medical care. (Contractor must comply with Section 773.010 of the Texas Health and Safety Code.)

G. On-site Medical Services

- Provide a detailed summary of procedures of your company's approach for on-site medical services.
- Provide a sample manual of written policies and procedures that will be maintained on-site by awarded Contractor, include all medical protocols.

- Provide your companies proposed staffing schedule for Nurse Medical Care at Van Zandt County's Correctional Facilities.
- Provide your companies proposed staffing schedule for Physician Medical Care, including on call Physician plan at Van Zandt County's Correctional Facilities.
- Include a list of all equipment and supplies Contractor will provide to insure proper medical services at Van Zandt County's Correctional Facilities including but not limited to all medical services equipment and the proper maintenance.

H. Medicine/Supplies

- Provide a detailed summary of procedures of your companies approach for dispensing and administration of medications (must comply with Pharmacy Practice Act).
- Include a summary of your companies approach to securing all medications.
- Include a sample invoice report of itemized invoicing on medications.
- Provide a detailed summary of procedures of your companies approach for emergency medical care. (Contractor must comply with Section 773.010 of the Texas Health and Safety Code.

I. Other Benefits

- Provide information here on any additional benefits of your team.

J. Respondent Reference Sheet:

- Complete and include list of verifiable references form in this packet located on page 28 of this document.

K. Respondent Disclosure Form:

- Complete and include Vendor Disclosure Form in this packet located on page 19 and 29 through 30 of this document.

L. Statement of Authenticity/MWBE FORMS:

- Complete and include Statement of Authenticity Form and MWBE Forms in this packet located on pages 31 through 33 of this document

M. Bonds/Insurance:

- Please provide the name, address, telephone number of insurance carrier along with information for worker's compensation insurance coverage along with certificate of insurance and required bid bond. Van Zandt County shall be named as additional insured.
- Health Contractor shall maintain at its expense the established levels of insurance as stated herein for Workers' Compensation, Comprehensive General Liability,

Professional Liability including Medical Malpractice coverage and Property Insurance. Notices and Certificates of insurance shall be submitted to the Van Zandt County Purchasing Agent.

N. Payment for Services:

- Health Contractor shall provide health care services specified in this proposal for the inmates of Van Zandt County.
- Include a detailed itemized summary of costs proposal for healthcare services for Van Zandt County Correctional Facilities

Monthly rate/Van Zandt County Jail Facilities

\$_____

VII. Evaluation/Selection Criteria

This proposal shall be evaluated based on the following criteria:

- I. Proposal Plan**
- II. Proposal Fee**
- III. Experience**

The selection of a winning Proposer for contract will be made using the following three-step process:

1. In order to be initially selected, the Proposer(s) must meet the "Minimum Qualifications of the Proposers" as included in this RFP, and their proposal must satisfy both the "Mandatory Requirements For All Proposals" and the "Objectives of the RFP", also contained in this RFP.
2. After the conditions outlined in #1 are met, Proposer(s) will be ranked based on the quality of the response to this RFP, experience in jails of like size and complexity, price, and references.
3. One or more of the Proposers may be invited to make oral presentations to a selection committee or Van Zandt County Commissioners Court, or to answer questions.

If a final award is made, such award will be made to the Proposer who meets the above stated selection sequences and is judged best able to provide a health care delivery system at the Jail and Indigent Healthcare Program. Proposals which do not meet the mandatory requirements will be considered non-compliant and rejected. After the evaluation of the proposals and the selection of the successful contractor, all Proposers will be notified in writing of the selected firm.

OBJECTIVE OF THE RFP

Each response will be evaluated as to its achievement and compliance with the following stated objectives:

1. To deliver high quality health care services that can be audited against established standards.
2. To operate the health care program in a cost-effective manner with full reporting and accountability to the Jail Administrator, the Sheriff (or Jailer), Indigent Healthcare Program Director in Van Zandt County.
3. To operate the health care program at staffing levels agreed-to, and use only licensed, certified and professionally trained personnel.
4. To implement a written health care plan with clear objectives, policies, and procedures.
5. To maintain an open and cooperative relationship with the administration and staff of the Jail.
6. To maintain complete and accurate records of care and to collect and analyze health statistics on a regular basis. Records must be submitted to allow for electronic entry to the existing IHS software system and finally to the Net-Data system in use by Van Zandt County.
7. To operate the health care program in a humane manner with respect to the inmate's right to basic health care services.
8. To provide for a fair and objective evaluation of proposals that will result in a mutually satisfactory contract between the successful Proposer and Van Zandt County.

MANDATORY REQUIREMENTS FOR ALL PROPOSALS

Proposals need not be in any particular form. All proposals, however, must contain the following special information:

1. All proposals must contain sufficient information concerning the Inmate Health Care Program that the County representatives may evaluate whether or not the Proposer meets "Minimum Qualifications for All Proposers".
2. All proposals must list by name, address and administrator name (with phone number) at least five correctional institutions where Proposer is providing medical care and the length of time each contract has been in effect. This list will be used as a source of references for the Proposer.
3. A statement that the policies and procedures for the medical program will be developed by the Proposer and will be based on the standards developed by the National Commission on Correctional Health Care (NCCHC).

4. All proposals must contain a full and complete staffing plan with a statement as to the staff positions and titles, and the number of actual hours per week to be worked on-site at the jail. Also, the proposal must state clearly how any temporary vacancy will be handled, and whether each scheduled shift will be worked during such vacancy.

5. The proposal must explain in detail how medical care for inmates at the Jail will be delivered.

6. All proposals must contain a specific annualized price for a base population of up to 192 inmates for all medical care rendered under the resulting contract. Provider may state one annualized price for the first year of the contract (and monthly price) and another annualized price (or price escalation factor) for subsequent year(s). Any other exceptions to the specific price shall be stated, such as per diem charge for an increase in average daily population above the base level.

7. Each proposal shall describe how billing to the Van Zandt County will be handled, and the expected terms for payments by the County to the Proposer.

VIII. Respondent Reference Sheet

Respondent Information

Firm/Bidder:

By: _____
Authorized Agent Title

Address: _____
street address and/or P.O. Box

Address: _____
City State Zip code

Phone: _____ Fax: _____ Email: _____

References

List companies or governmental agencies where these services have been provided.

1. Company: _____

Address: _____ Phone #: _____

Contact person: _____ Title: _____

2. Company: _____

Address: _____ Phone #: _____

Contact person: _____ Title: _____

3. Company: _____

Address: _____ Phone #: _____

Contact person: _____ Title: _____

IX. Respondent Disclosure Form

This form is a requirement and must be completely filled out in order to be considered for award.

I. Personal Conflicts of Interest

a. Are you in any way related to an elected or appointed Van Zandt County Official?

Yes _____ No _____

If your answer is "yes", please describe the nature of the relationship.

b. Is any member of your family or extended family related to an elected or appointed Van Zandt County Official?

Yes _____ No _____

If your answer is "yes" please describe the nature of the relationship.

c. Do you or any member of your family owe delinquent taxes to Van Zandt County or any other Public or Federal agency?

Yes_____ No_____

If your answer is “yes” please explain in full.

II. Company or Business Conflicts of Interest

- a. Are any of your business partners or associates related to an elected or appointed Van Zandt County Official?

Yes_____ No_____

If your answer is “yes”, please describe the nature of the relationship.

- b. Are any of your business partner’s or associates’ families or extended families related to an elected or appointed Van Zandt County Official?

Yes_____ No_____

If your answer is “yes”, please describe the nature of the relationship.

- c. Do any of your partners or associates or any members of their family owe delinquent taxes to Van Zandt County or any other Public or Federal agency?

Yes_____ No_____

If your answer is “yes” please explain in full.

- d. Are you, your business partners or associates in any way, (financially or otherwise), involved with an elected or appointed Van Zandt County Official?

Yes_____ No_____

If your answer is “yes”, please describe the nature of the relationship.

- e. Are you, your business partners, or any of your/their extended families in anyway,

(financially or otherwise), involved with an elected or appointed Van Zandt County official?

Yes _____ No _____

I DO HEREBY ATTEST TO THE FACT THAT THE INFORMATION LISTED ABOVE IS THE TRUTH.

Name of Company

Name and Title of Officer (Print)

Name and Title of Officer (Signature)

X. Statement of Authenticity

The information provided in this proposal, in response to Van Zandt County, Texas' Request for Proposal No. RFP-03-11 (Section I – VIII) inclusive), is true and correct and Respondent agrees to abide by all requirements therein.

Agreed to and accepted by the duly authorized representative of Respondent this _____ day of _____, 2011

Respondent:

Duly Authorized Representative

X. GOOD FAITH EFFORT

Prior to an award, all bidders/proposers will be required to document a "Good Faith Effort" to secure minority/women-owned businesses

as subcontractors/subconsultants.

Fulfillment of the "good faith effort" can be accomplished by:

1. Attendance of pre-bid/pre-proposal conference, as scheduled by the County.
2. Efforts to follow-up initial solicitation of interest by contacting minority/women-owned firms to determine with certainty whether these firms are interested.
3. Efforts made to select portions of the work proposed to be performed by minority/women-owned firms in order to increase the likelihood of achieving participation (including, where appropriate, breakdown of subcontracts into economically feasible units to facilitate participation).
4. Documenting each minority/woman-owned firm contacted, the conclusion or decision regarding inclusion and reasons for the conclusions.
5. Efforts that demonstrate that the contractor effectively used the services of available community organizations, contractor's groups, local, state and federal agencies, small businesses, minority/women business assistance offices and other organizations that provide assistance and placement of minority/woman-owned businesses.

Signed: _____

Printed Name: _____

Title: _____

Date: _____

MBE/WBE Participation Report

Project Number	Project Title
----------------	---------------

Total Amount of Your Bid/Proposal \$ _____
(The above amount should equal the total amount as shown on the bid sheet)

List each MBE/WBE business that you plan to use on this initiative.

Name of MBW/WBE	NCTRCA* Cert. #	Phone #	S/M**	Description of Work	Amount	%
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

****S=Sub (contractor/consultant) **M=Material Supplier**

No MBE/WBE's Added: Please Explain:

Complete this portion of the form with data on your company.

Name of Your Business: _____

Address: _____

Phone: _____

Printed name: _____

Signature: _____ Title: _____

PUBLIC NOTICE

VAN ZANDT COUNTY AUDITOR, JOHN SHINN, WILL DISTRIBUTE SPECIFICATIONS AND RECEIVE SEALED PROPOSALS IN ROOM 102, VAN ZANDT COUNTY COURTHOUSE BUILDING, CANTON, TEXAS 75103, ON THE FOLLOWING UNTIL 10:00 A.M., THURSDAY, May 2, 2011. **THE PROPOSAL PACKAGE WILL BE AVAILABLE ON VAN ZANDT COUNTY'S WEBSITE @ www.vanzandtcounty.org UNDER THE AUDITOR'S DEPARTMENT.** PROPOSALS WILL BE OPENED IN THE OFFICE OF THE COUNTY JUDGE T FOR AWARD BY THE COMMISSIONERS COURT, AT A FUTURE DATE

Healthcare Services for Van Zandt County Correctional Facilities and Indigent Healthcare Program

PAYMENTS WILL BE PROCESSED BY THE COUNTY AUDITOR AFTER NOTIFICATION OF SATISFACTORY RECEIPT OF ITEMS. VAN ZANDT COUNTY RESERVES THE RIGHT TO AWARD BY LUMP SUM.

DATES TO RUN AD: One time: 4/3/2011 AND 4/10/2011

County Auditor
121 E. Dallas Street, Rm. 102
Canton, Texas 75103
Ph. 903-567-2171
Fax 903-567-4700