



REQUEST FOR PROPOSAL

INMATE MEDICAL & PHARMACY SERVICES FOR THE MEDINA COUNTY JAIL

Medina County, Texas

RFP # 2024-0101

Pre-Proposal Conference and Site Visit: Tuesday February 20, 2024, by appointment.

Deadline for Receipt of Questions: Tuesday February 27, 2024, 12:00 PM.

DUE DATE (Deadline for Submission of Proposals): Tuesday March 5, 2024, 12:00 PM.

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**MEDINA COUNTY
REQUEST FOR PROPOSAL
COVER SHEET**

The enclosed REQUEST FOR PROPOSAL (RFP) and enclosed documents are for your convenience in submitting a bid for the enclosed referenced products and/or services for MEDINA COUNTY.

IMPORTANT BID DATES:

DUE DATE: Tuesday March 5, 2024, 12:00 PM

Vendor shall sign and date the proposal as requested on each page. Proposals, which are not signed and dated in this manner, may be rejected.

RETURN PROPOSAL TO:
MEDINA COUNTY
ATTN: EDUARDO LOPEZ
1300 AVE M, ROOM 139
HONDO, TEXAS 78861

Please note that all proposals **must be received at the designated location by the deadline shown**. Proposals received after the deadline **will not be considered** for the award of the Contract and shall be considered void and unacceptable.

A pre-proposal conference and site visit will be held on Tuesday February 20, 2024 at the Medina County Sheriff's Office, 801 Avenue Y, Hondo, Texas. We ask interested Vendors to call please call 830-741-6090 to scheduled a time for site visit. Deadline to call and schedule a site visit time will be Monday, February 19th at 5:00pm. Interested Vendors are **strongly encouraged** to attend and participate in the pre-proposal conference.

Any prospective Vendor desiring any explanation, interpretation, or has questions regarding this solicitation must make a written request by Tuesday February 27, 2024 at 12 PM. The request must be addressed to the Auditor's Office, via email at purchasing@medinatx.org. Any information given to a prospective Vendor concerning this solicitation will be furnished promptly to all other known prospective Vendors as a written amendment/addendum to the solicitation.

It is the Vendors responsibility to verify the issuance of Addenda about this proposal. All Addenda shall be posted on the Medina County Website <https://www.medinacountytexas.org/page/medina.Bid.Notices>. Medina County shall not be responsible for failed internet connections or power interruptions.

Eduardo Lopez
Medina County Auditor

**MEDINA COUNTY
BIDDER CERTIFICATION**

LEGAL NAME OF CONTRACTING COMPANY

FEDERAL I.D. # (Company or Corporation)

SOCIAL SECURITY # (Individual)

TELEPHONE NUMBER

FAX NUMBER

CONTACT PERSON

TITLE

COMPLETE MAILING ADDRESS

CITY

STATE

ZIP CODE

COMPLETE STREET ADDRESS

CITY

STATE

ZIP CODE

EMAIL ADDRESS (PRIMARY)

EMAIL ADDRESS (SECONDARY if any)

CERTIFICATION

By my signature hereon, I certify that the Goods and/or Services that I propose to furnish will meet or exceed every specification contained herein, and that I have read each page of the specifications and requirements within the RFP. Further, I agree that if my proposal is accepted, I shall perform as required in these Contract documents. I am aware that, once accepted by Medina County, my proposal becomes a binding Contract in accordance with the provisions herein of the aforementioned Contract documents, and that I will not be permitted to attempt enforcement of any other Contract or Contract provisions.

SIGNATURE

DATE

PRINTED NAME

TITLE

**** This page must be page 1 of the bid, or the bid may be rejected. ****

I. TERMS AND CONDITIONS

The parties, Medina County, Texas, a political subdivision of the State of Texas, (hereinafter referred to as "County") and _____ (hereinafter referred to as "Vendor"), hereby agree upon the following terms and conditions.

1.1 Request for Proposals (RFPs) are solicited for Inmate Medical and Pharmacy Services for the Medina County Jail to provide the provision of and administration associated with primary care services and required hospital services to inmates as outlined in the specifications in this RFP.

1.2 Complete RFPs shall be received in the County Auditor's Office, 1300 Avenue M, Room 139, Hondo, Texas 78861 no later than Tuesday March 5, 2024 at 12PM. On this day, RFPs will be publicly opened for review in the Auditor's Office at 1:15 pm CST. Medina County Commissioners Court will take possible action on this item during its regular scheduled meeting on Monday March 18, 2024.

1.3 When sent by mail, Federal Express, Express Mail, or other delivery service, sealed RFPs shall be enclosed in an additional envelope clearly identified on outside as an RFP to County with the Vendor's name and address, RFP name, and RFP number. It is the sole responsibility of the Vendor to ensure timely delivery of the complete RFP. The RFP is timely delivered when it is actually received by the Auditor's Office on or before the "DUE DATE". County will not be responsible for failure of service on the part of the U.S. Postal Service, courier services, or any other form of delivery service chosen by the Vendor. You may call the Medina County Auditor's Office at (830) 741-6090 to see if your response has been received.

RFPs which are received after the specified due date will not be considered. RFPs must be in the possession of the Auditor's Office by the time and date indicated above. The County will not be responsible for mail or delivery charges, or for charges associated with preparation of RFP or RFP materials.

NOTE: The Time-Date Stamp located in the Medina County Auditor's Office will serve as the OFFICIAL CLOCK for the purpose of verifying the date and time of receipt of proposal.

1.4 Proposals may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by the Vendor guaranteeing authenticity. After the official opening, proposals may not be amended, altered, or withdrawn without the recommendation of the Auditor's Office and the approval of Commissioners Court. All proposals become the property of the County and will not be returned to the Vendor.

1.5 The County is exempt from federal excise and state sales tax; therefore, tax must not be included in the proposal.

1.6 **TERM OF CONTRACT:** The contract resulting from this RFP will be effective for a term of two (2) years with a two (2) year base period and then three (3) one-year option renewal periods with initial term commencing on March 18, 2024 and expiring on March 17, 2026. County and Vendor hereby extend to one another the bilateral right to exercise an option to renew this Contract and renegotiate terms as required. Each renewal is to be executed in the form of a Supplemental Agreement to the Contract extending the contract period. The County must exercise an option to renew not earlier than ninety (90) days before expiration of the Contract or the renewal period and not later than sixty (60) days prior to the end of the Contract or the renewal period. An option to renew may not cover more than one year each, and the total period of this Contract, including the primary term and all renewals, may not exceed a maximum combined period of five (5) years.

1.7 After the initial two (2) year term of the contract and for each subsequent one (1) year renewal, the contract will be adjusted annually by an amount equal to two (2) percent, or the change in the medical care component of the Consumer Price Index for the South Urban Region, whichever is greater. All increases must be approved by the Medina County Commissioners Court.

1.8 The County reserves the right to accept or reject in part or in whole any or all proposals submitted with or without cause, to waive any technicalities, or to accept a proposal which, in its sole judgement, best serves the interest of the County, or to award a contract to the next most qualified Vendor if the successful Vendor does not execute a contract within 5 days after approval of the selection by the Medina County Commissioners Court. The County further reserves the right to negotiate with one or more of the highest ranked vendors to arrive at a Best and Final Proposal.

1.9 Invoices shall be sent directly to the Medina County Treasurer's Office, 1300 Avenue M, Room 121, Hondo, Texas 78861 or via email to accountspayable@medinatx.org. Payments will be processed after notification that all services have been performed satisfactorily and all work was performed in a good and workmanlike manner.

1.10 Continuing non-performance of the Vendor in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for supplies or services which are unsatisfactory. The County may give Vendor a reasonable opportunity before termination to cure the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

1.11 The extension of this contract as provided above is contingent on the appropriation of necessary funds by Medina County Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, Vendor may elect to terminate this agreement, with no additional liability to the County. County and Vendor agree that termination shall be Vendor's sole remedy under this circumstance.

1.12 All proposals inclusive of pricing shall remain firm for acceptance for a period of one hundred twenty (120) days from opening date unless otherwise specified by the County.

1.13 Prices proposed shall reflect the full Specifications/Statement of Work as defined per the RFP documents, inclusive of all associated costs for insurance, taxes, overhead, and profit. Vendor must include all incidental costs in this. The County will not provide or allow for parking or travel reimbursements for the Vendor's employees. Only those costs shown on the Proposal Pricing Form and confirmed by an executed contract will be paid. It is also understood that all persons who provide services under Contract to the County, resulting from this RFP, shall be and remain employees of the Vendor, not the County. It is understood and agreed that the Vendor is solely responsible for all services being provided and shall provide adequate insurance to cover against any and all losses incurred by the Vendor's employees and or equipment during the course of the Contract.

This RFP in no manner obligates the County or any of its agencies to the eventual purchase of any goods and/or service described, implied or which may be bid, until confirmed by a written Contract. Progress toward this end is solely at the discretion of the County and may be terminated at any time prior to the signing of a Contract.

The County will not be liable for any costs incurred by the Vendor in preparing a response to this RFP. The County makes no guarantee that any goods and/or services will be purchased as a result of this RFP, and reserves the right to reject any and all proposals. All proposals and their accompanying documentation will become the property of the County.

The Vendor is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at Vendor's risk.

1.14 ETHICAL CONDUCT: The Vendor shall not propose or accept gifts or anything of value, nor enter into any business arrangement with any employee, official, or Director of the County. No public official shall have interest in this Contract, in accordance with Texas Local Government Code Annotated Title 5, Subtitle C, Chapter 171.

The Vendor affirms that the only person or parties interested in this proposal as principals are those named herein, and that this proposal is made without collusion with any other person, firm, or corporation.

1.15 MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE VENDORS: A prospective Vendor must affirmatively demonstrate Vendor's responsibility. A prospective Vendor must meet the following requirements:

- a. Have adequate financial resources or the ability to obtain such resources as required;
- b. Be able to comply with the required or proposed specifications;
- c. Have a satisfactory record of performance;
- d. Have a satisfactory record of integrity and ethics; and
- e. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine Vendors ability to meet these minimum standards listed above.

1.16 Vendor must provide any and all warranty Terms and Conditions. Vendor Terms and Conditions are subject to the review and approval of the County. In the event of conflicting Terms and Conditions, the terms submitted in the solicitation package shall prevail. Vendor must clearly identify any conflict with Terms and Conditions by denoting them on the same page where the conflicting Terms and Conditions appear.

1.17 The Vendor shall make themselves familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances and regulations which in any manner affect the conduct of the Work.

1.18 Payment shall not constitute an acceptance of the item(s) contained in this RFP, nor impair the County's right to inspect any of its remedies.

1.19 The price to be paid by the County shall be that contained in the Proposal Pricing Form, which the Vendor warrants to be no higher than Vendors current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase.

1.20 County reserves the right to select evaluation methods deemed most appropriate. Each RFP will be evaluated on a case-by-case basis, regardless of any previous evaluation method. County reserves the right to award to multiple Vendors.

1.21 Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specific article or material shall be understood as descriptive, not restrictive.

1.22 Title and Risk of Loss of goods, supplies, equipment, or services shall not pass to County until County actually receives and takes possession of the goods, supplies, equipment, or services at the point(s) of delivery.

1.23 The Vendor agrees that the goods, equipment, supplies, or services furnished under this Contract shall be covered by the most favorable commercial warranties proposed by the Vendor to any customer for such goods, equipment, supplies, or services. The Vendor shall not limit or exclude any express, written, or implied warranties and any attempt to do so shall render this contract voidable at the option of the County. The Vendor warrants that the product sold to the County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970.

1.24 INSURANCE: All insurance requirements, including Worker’s Compensation, General Liability, and all applicable insurance as outlined in Texas State Statutes, shall be met prior to any delivery or services rendered and shall remain in effect during the time of this contract. Payments shall not become due and payable until such certificates have been filed.

Prior to awarding a contract, AWARDED VENDOR shall be required to provide evidence of insurance in the minimum amounts set forth below. The certificates shall name the County as certificate holder and as additional insured for general liability. The submitted forms shall contain a provision that coverage afforded under the insurance policies shall not be canceled or materially changed unless at least ten (10) days prior written notice by registered letter has been given to the County. THE COUNTY DOES NOT WARRANT OR REPRESENT THAT THE INSURANCE REQUIRED HEREIN CONSTITUTES AN INSURANCE PORTFOLIO WHICH ADEQUATELY ADDRESSES ALL RISKS FACED BY THE VENDOR. THE VENDOR IS RESPONSIBLE FOR THE EXISTENCE, EXTENT AND ADEQUACY OF INSURANCE PRIOR TO SIGNING THIS CONTRACT.

Worker’s Compensation and Employer’s Liability Insurance required is to provide coverage for not less than the following amounts or greater where required by Laws and Regulations.

Workers' Compensation, etc.,	
1) State:	Statutory
2) Applicable Federal (e.g., Longshore)	Statutory
Employers' Liability	
1) Bodily Injury by Accident	\$1,000,000
2) Bodily Injury by Disease - Each Employee	\$1,000,000
3) Bodily Injury by Disease - Policy Limit	\$1,000,000

Vendor's Liability Insurance required is to provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

Insurance for Claims of Damages	
1) Comprehensive General Liability (Except Products - Completed Operations)	\$2,000,000
2) Products - Completed Operations Aggregate	\$2,000,000
3) Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000

4) Personal Injury Liability coverage shall include claims arising out of Employment Practices Liability, limited to coverage provided under standard contract.	\$1,000,000
5) Property Damage Liability insurance shall provide explosion, collapse and underground coverage where applicable	\$1,000,000

Professional Liability required for any and all acts, malpractice, errors, or omissions in rendering or failing to render professional services in connection with the work being performed under the Contract with limits of liability not less than:

Professional Liability	
1) Per Claim	\$2,000,000
2) Annual Aggregate	\$4,000,000

Coverage shall be continuous (by renewal or extended reporting period) for no less than 60 months following completion of the contract and acceptance of the work by Medina County. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to this Contract.

Privacy & Network Security Liability coverage is required for any and all Wrong Acts and the resulting damages and claims expenses in connection with the work being performed under the Contract with limits of liability not less than:

Privacy & Network Security Liability	
1) Per Claim	\$2,000,000
2) Annual Aggregate	\$4,000,000

Coverage shall be continuous (by renewal or extended reporting period) for no less than 60 months following completion of the contract and acceptance of the work by Medina County. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to this Contract.

1.25 The parties herein agree that this Contract shall be enforceable in Medina County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in a court of competent jurisdiction in Medina County, Texas.

1.26 This Contract shall be governed by and construed in accordance with the laws of the State of Texas and all applicable Federal Laws.

1.27 This RFP, along with the Contract, submitted documents, and negotiations, when properly accepted and awarded by the Medina County Commissioners Court shall constitute a Contract equally binding between the successful Vendor and County. No different or additional terms will become a part of this contract, with the exception of a Change Order. This Contract 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.

1.28 The Vendor shall indemnify and hold harmless the County and its duly appointed officers, agents and employees for all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of Vendor's officers, agents or employees.

1.29 If a court of competent jurisdiction determines that any term of this agreement is invalid or unenforceable to any extent under applicable law, the remainder of this agreement (and the application of this agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

1.30 This Contract shall not be assignable by the Vendor without prior written consent of the County. This agreement shall be binding on and inure to the benefit of the successors and assigns of the respective parties to this agreement.

1.31 If the Vendor defaults in the performance of this Contract or materially breaches any of its provisions, and fails to remedy, or undertake to remedy with sufficient forces and to the County's reasonable satisfaction, the County shall provide the Vendor with notice of any conditions which violate or endanger the performance of the Contract by giving written notice. If after such notice the Vendor fails to remedy such conditions within thirty (30) days to the satisfaction of the County, the County may exercise their option in writing to terminate the Contract without further notice to the Vendor and order the Vendor to stop work immediately and vacate the premises, to cancel ordered products, and/or services with no expense to the County.

1.32 INTERLOCAL PARTICIPATION: It is hereby made a precondition of any proposal for a Contract for supplies or services and a part of these specifications, that the submission of any proposal in response to this request constitutes a proposal made under the same conditions, for the same price, and for the same effective period as this proposal, to any other governmental entity having or entering into an interlocal agreement with the County.

It is further understood, that any other governmental entity that elects to use a Medina County semi-annual or annual award will issue its own Contracts or Purchase Orders and will require separate billing.

1.33 Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally, or three (3) days after the date of mailing if mailed, by first class mail, registered or certified, postage prepaid and addressed as follows:

For the COUNTY:

Medina County, Texas
C/O County Judge
1300 Ave M Room 250
Hondo, Texas 78861

For the VENDOR:

Fax (____) _____

With Copy to County Auditor:

Medina County, Texas
C/O Auditor's Office
1300 Avenue M, Room 139,
Hondo, Texas 78861

Any party hereto may, at any time by giving fifteen (15) days written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given.

1.34 No provision of this agreement shall affect or waive any sovereign or governmental immunity available to the County and/or its elected officials, officers, employees and agents under Federal or Texas law nor waive any defenses available to the County and/or its elected officials, officers, employees and agents under Federal or Texas law.

1.35 The County does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.

1.36 This Agreement may be terminated upon ninety (90) days written notice without cause or penalty by either the party.

1.37 Quantities indicated in the RFP are estimated based upon the best available information. The County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustment in the RFP price.

1.38 SAFETY DATA SHEETS (SDS): If awarded firm, while performing the Work, encounters any materials suspected to be hazardous, all Work must stop and the County notified immediately. State law requires that shipments of hazardous substances shall include SDS. SDS must be supplied with the first order shipped under any contract, and at any time SDS is revised.

1.39 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 this 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.

1.40 Entire Agreement. This Agreement constitutes the entire Agreement between the parties. This Agreement may be amended/modified only in writing and signed by both parties.

1.41 Independent Vendor. Vendor, in the performance of its duties hereunder, shall be an independent Vendor only, and not an agent, employee, partner or joint venture of or with County, and nothing herein shall be deemed to create or imply any relationship other than that of independent Vendor.

1.42 Protected Health Information (PHI). Vendor and the County acknowledge that Vendor is a covered entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), codified at 42 U.S.C. §§ 1302d through 1302d-8, and as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act), and further agree that to the extent the County comes into contact with information considered Individually Identifiable Health Information (IIHI), as defined in 42 U.S.C. §1320d(6) and 45 C.F.R. Parts 160 and 164 (Privacy Rule), or PHI as defined in the Privacy Rule, the County shall keep private and secure any information considered IIHI or PHI as required by federal and state law.

As a covered entity, Vendor is permitted, under HIPAA, to use and disclose PHI without a patient's authorization for purposes enumerated in § 164.512 including, but not limited to:

1.42.1 As required by law

1.42.2 For public health activities.

1.42.3 To avert a serious threat to health or safety

1.42.4 To correctional institutions and other law enforcement custodial situations

1.42.4.1 Vendor may disclose to a correctional institution or a law enforcement official having lawful custody of an inmate or other individual PHI about such inmate or individual, if the correctional institution or such law enforcement official represents that such PHI is necessary for:

- (i) The provision of health care to such individuals;
- (ii) The health and safety of such individual or other inmates;
- (iii) The health and safety of the officers or employee of or others at the correctional institution;
- (iv) The health and safety of such individuals and officers or other persons responsible for the transporting of inmates or their transfer from one institution, facility, or setting to another;
- (v) Law enforcement on the premises of the correctional institution; or
- (vi) The administration and maintenance of the safety, security, and good order of the correctional institution.

1.42.4.2 No application after release. For the purposes of this provision, an individual is no longer an inmate when released on parole, probation, supervised release, or otherwise is no longer in lawful custody.

1.43 Each Vendor 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 Vendor, its principal, or any affiliate or subVendor, 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 Vendor, the principals, or any affiliate or subVendor, 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 may be cause for contract termination. The County will decide if an actual or perceived conflict should result in proposal disqualification.

Each Vendor must reveal any past or existing relationship between the Vendor, its principal, employees, or any affiliate or subVendor, with any county agency, entity, county employee, or other person in anyway involved in the county's procurement and/or contracting processes. It shall be the sole prerogative of the County to determine if such relationship constitutes a conflict of interest.

By submitting a proposal in response to this RFP, all Vendors 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.

1.44 Compliance with State and Federal Laws and Regulations: The Vendor 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 Medina County. The Vendor 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 Occupational Safety and Health Administration (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.

1.45 This Agreement may be terminated by either party without cause by written notice received via certified mail at least ninety (90) days in advance of the effective date of termination.

II. SCOPE OF SERVICES

2.1 Introduction - The Commissioners Court of Medina County, Texas, and the Medina County Sheriff's Office, 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 the Medina County Jail, hereafter called "Jail". 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.

The Medina County Jail is a 192-bed facility with a small infirmary. Vendor will be required to provide the staffing, supplies, in-clinic contracts, systems, and administration to provide the services as outlined in this RFP to include, but not be limited to:

A. Health Care Services:

1. Intake Screening
2. 14-Day Physicals
3. Sick Call
4. Chronic Care
5. Medical Delivery
6. Nursing Services
7. Emergency Services
8. Referrals to Hospital and Specialty Care
9. Case Management
10. Utilization Management
11. Prior Authorization
12. Billing Adjudication
13. Quality Assurance/Quality Improvement
14. Medical Records Management
15. Formulary Development and Management
16. In Clinic labs (includes contract with lab services provider)
17. In Clinic X-ray and Dialysis services (Includes contract for mobile services)
18. Emergency Dental Services
19. Hazardous Waste Management and Disposal (includes contract with waste management disposal company)
20. Tele-Med & Tele-Psych
21. Behavior Health (such as counselling) including drug and alcohol addiction.
22. Psychiatric services

B. Pharmacy Services:

1. Formulary and non-formulary oversight
2. Prescribing and dispensing of medications to be delivered weekly
3. Recordkeeping
4. Management data and reports quantifying medications ordered, processed, delivered, and disposed.
5. Delivery of reports in a mutually agreed upon HIPAA-compliant format
6. Proper storage and security of all medications in accordance with NCCHC standards, Medina County Jail policies, and applicable state and federal laws.
7. Provide credits for unused blister packs, as applicable and pursuant to all federal, state, and local laws.

2.2 Definitions. Specific terms used in this agreement are:

2.2.1 Inmates. An Individual who is classified as an inmate at Jail.

2.2.2 Covered Services. Health care services for Inmates including staff coverage for Physician Sick Calls, Non-emergency Trauma Care, Pharmacy (including medicines), Physician Coverage and 24-Hour Onsite Nursing Coverage and Specific Covered Services also includes those detailed in Section 2.4 below.

2.2.3 Non-Covered Services. Inmate access to Off-site health care obtained by Vendor. Non-covered Services includes, EMS ambulance and/or life services in transporting inmates, any Hospitalization, Emergency Room and Specialty Clinics (Orthopedics, OB/GYN, Emergency Medicine, Internal Medicine and Psychiatric Services).

2.3 Vendor Health Care Responsibilities. Vendor agrees to provide the following health care related services to Medina County Inmates:

2.3.1 Covered Services for Inmates-In General, but not limited to:

2.3.1.1 Vendor agrees to provide Covered Services to Inmates in accordance with the National Commission on Correctional Health Care and standards of the Texas Commission on Jail Standards (TCJS).

2.3.1.2 Vendor agrees that all its health care providers will have and will maintain the required licenses or permits that are, or shall become, necessary to perform the Agreement. Copies of all current nursing and physician licenses shall be kept on file at the Jail.

2.3.1.3 All Vendor physicians shall be licensed to practice medicine in the State of Texas in accordance with the appropriate laws and regulations.

2.3.1.4 Specialty Vendor physicians shall be Board Eligible or better in the physician's area of specialty.

2.3.1.5 Vendor's licensed medical personnel shall be certified in Cardiopulmonary Resuscitation (CPR).

2.3.1.6 Vendor agrees to provide Electronic Medical Records (EMR), Telemedicine (DMS), and electronic prescription ordering system.

2.3.1.7 Vendor agrees to provide laboratory services and radiology services on-site at the Medina County Jail.

2.4 Specific Covered Services:

2.4.1 Intake Screening:

2.4.1.1 Vendor agrees to provide initial intake medical screening that consists of medical screening services.

2.4.1.2 Within 72 hours of admission, Vendor shall screen all Inmates for TB as required by Texas Commission on Jail Standards.

2.4.2 Sick Call:

2.2.2.1 Vendor health care providers (Physicians, Physician Assistants or Nurse Practitioners) shall visit on-site or via DMS during scheduled hours to assess, treat or refer Inmates to an off-site treatment facility.

2.2.2.2 Vendor shall confer with County to provide Jail with a daily sick call for Inmates.

2.4.3 Specialty Services:

2.4.3.1 Vendor agrees to facilitate Inmates' access to clinically appropriate specialty medical services where medically necessary. Vendor's physicians shall make referrals for Off-site consultations, tests, and procedures.

2.4.4 Medications:

2.4.4.1 Vendor agrees to procure, dispense and administer all medications within Vendor's approved formulary.

2.4.4.2 Vendor agrees to dispense all medication under the supervision of appropriate licensed certified health care personnel to the inmates at their housing location.

2.4.4.3 Medina County and Vendor agree that Vendor will provide pharmacy services and that all Vendor and or contracted prescribers including MHDD will adhere to the Vendor pharmacy formulary for prescribing.

2.4.5 Ancillary Services. Vendor agrees to provide all laboratory and diagnostic tests, including x-rays, routine required procedures such as serologies, PPD, etc., as medically indicated.

2.4.6 Dental Services. Vendor shall implement and maintain reasonable dental procedures to ensure that it provides adequate care for inmates during their confinement in the Medina County Jail.

2.4.7 Medical Records:

2.4.7.1 Vendor's medical personnel shall document treatment and findings in the Inmate's medical record in an accurate, timely manner and in compliance with accepted medical procedures. All entries shall be legible and signed by the author, giving both name and title.

2.4.7.2 Vendor must provide an EMR that meets all NCCHC, ACA, Texas Jail Standards, and any standard that may apply. It is preferred that they system be fully integrated with the county's current jail management system - Tyler Technologies Odyssey.

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 Vendor must agree to give the county all medical records in a digitized stand-alone form upon termination of the contract. The Vendor shall be responsible for implementing the EMR. VENDOR will provide hard copies of the medical records at the County's expense upon termination of this Agreement.

2.4.7.3 Consistent with the terms and condition of this agreement, VENDOR will maintain all current and active medical records. The County will maintain ownership of all records and will be responsible for storage and archiving of non-active records.

2.4.7.4 All EMR protocol must be reviewed and approved by the Medina County Information Technology (IT) Contractor prior to being implemented on County-owned IT equipment.

2.4.7.5 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.

2.4.7.6 Request/Grievance Forms provided by Medina County all other forms to be provided by Vendor.

2.5 Administrative Support:

2.5.1 Vendor agrees to provide management, staffing, equipment and supplies necessary for the provision of Covered Services unless specifically identified in this RFP.

(See Attachment A for the basic staffing plan for Medina County Jail)

2.5.2 Vendor shall provide all reports relating to the provision of Covered Services in a format acceptable to Medina County for the purpose of monitoring Vendor's performance. Vendor agrees to provide other reports relating to the provision of health care as reasonably requested by the County and mutually agreed and determined at contract commencement.

2.5.3 To the extent permitted by law, Vendor's records and personnel shall be provided to the County and/or County's legal counsel to defend any and all claims and/or grievances against the County and its Officials and employees related to the provision of services under this Agreement.

2.6 Supplies and equipment. All equipment and supplies presently owned by the County and located at the Jail will remain in place when Vendor begins services at the Jail. Vendor shall provide necessary supplies and equipment for the provision of Covered Services.

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

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

2.8 The Vendor 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 Vendor shall utilize a local pharmacy agreement for providing STAT medication orders.

2.9 The Vendor shall, in times of emergency or threat thereof, whether accidental, natural, or man-made, provide medical assistance to the Jail and comply with the County's policies and procedures during times of disaster.

2.10 The Vendor 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 Vendor 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 Vendor's actions. The Vendor must implement the County's recommendations in disputed cases.

2.11 County Sheriff's Responsibilities:

2.11.1 The Sheriff shall be responsible for all aspects of security and transportation of Inmates needing off-site medical treatment in Medina County.

2.11.2 The Sheriff will provide Vendor daily no later than 8:30 a.m. with accurate information detailing the number, names and locations of Inmates booked in and housed in Medina County Jail. Information will be provided in the manner detailed on **(Attachment B)**.

2.11.3 The Sheriff agrees to provide Inmates with access to Vendor health care providers. In the event such health care is to be provided Off-site, Medina County Sheriff will arrange appropriate transportation for that purpose in coordination with Vendor.

2.11.4 The Sheriff agrees to process criminal history background checks for all medical providers at no cost to Vendor. Vendor agrees that access will be denied to any personnel with a criminal history. 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.

2.11.5 The County agrees that all medical supplies only and equipment currently on-hand may be used by Vendor.

2.11.6 The County may provide input to Vendor during an annual performance evaluation of Vendor onsite medical staff.

2.11.7 The County agrees to assist Vendor or sub-Vendor in the implementation and installation of the necessary cables and wires within the designated medical department required for the Electronic Medical Records (EMR) and Digital Medical System (DMS) in accordance with Medina County Information Technology Department's policies and procedures.

III. RESPONSE FORMAT FOR PROPOSAL SUBMITTAL

3.1 Introduction

3.1.1 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.

3.1.2 Submit one (1) *original* proposal to include a completed copy of this specifications packet in its entirety; and three (3) numbered proposal *hard copies*. *Deliver or mail and delivered* no later than **Tuesday March 5, 2024 12:00 PM**:

MEDINA COUNTY
ATTN: EDUARDO LOPEZ
1300 AVE M, ROOM 139
HONDO, TEXAS 78861

3.2 Organization of Proposal Contents

3.2.1 Each proposal must be organized in the manner described below.

- a. Transmittal Letter
- b. Executive Summary
- c. Table of Contents
- d. Experience and Qualifications
- e. Personnel Experience and Qualifications
- f. Implementation and Service Plan

- g. Fee Proposal
- h. References
- i. Other information that may be helpful in the evaluation

3.3 Transmittal Letter

Cover sheet identifying the contract being proposed, the name and address of Vendor, the date of the proposal, and the telephone and facsimile numbers of Vendor.

The Vendor 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 ninety (90) days from the deadline for delivery of proposals to the County. Any proposal containing a term of less than ninety (90) days for acceptance may be rejected as non-responsive.

The transmittal letter must be signed by a person duly authorized to bind the Vendor to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Vendor also must indicate, in its transmittal letter, why it believes that it is the most qualified Vendor 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 Vendor takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter.

However, Vendor must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

3.4 Executive Summary

The Vendor must provide an executive summary of its proposal that asserts that the Vendor 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 should be designed specifically for review by a non-technical audience. The executive summary must not include any information concerning the cost of the proposal. The Vendor must identify any services that are provided beyond those specifically requested. If the Vendor is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Vendor are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Vendor must realize that failure to provide the services specifically required may result in disqualification of the proposal.

3.5 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 RFPs structure as much as is practical.

3.6 Experience & Qualifications

3.6.1 Vendors must have at least three (3) continuous years of corporate experience in providing health care services at correctional facilities in the state of Texas and (1) year of corporate experience serving counties of similar size and scope to Medina County and must provide the following identifying information:

- a. Name and address of business entity submitting the proposal;
- b. Form of business (e.g., corporation, sole proprietorship, partnership); if corporation, the date and state of incorporation;
- c. Place of incorporation, if applicable;
- d. Name and location of major offices and other facilities that relate to the Vendor's performance under the terms of this RFP;
- e. Name, address, business and fax number of the Vendor's principal contact person regarding all contractual matters relating to this RFP;
- f. The Vendor's Federal Employer Identification Number;
- g. Full name and address for each member, partner, and employee of the Vendor (and any subVendors) who will perform services on this project;
- h. A statement regarding the financial stability of the Vendor, including the ability of the Vendor to perform the functions required by this RFP and to provide those services represented by the Vendor in its response;
- i. Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Vendor 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 Vendor 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 money under the terms of any agreement(s) relating to such services; and
- j. Identify if your firm is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If so, specify date(s), details, circumstances, and prospects for resolution.

3.6.2 The County may elect to interview the firm as part of the evaluation process. Vendor must be willing to participate in interview with administrative staff and supervisory medical personal.

3.7 Personnel Experience and Qualifications

- 3.7.1 The Vendor shall provide adequate staffing to meet all conditions and specifications of this Contract.
- 3.7.2 The Vendor shall ensure all staff is licensed, certified, or registered, as appropriate, in their respective areas of expertise with a minimum of three (3) years experience.
- 3.7.3 The Vendor must have a strong administrative team that regularly communicates with and is responsive to the Sheriff's Administration and Jail staff.
- 3.7.4 The Vendor will have the resources to aggressively recruit qualified professionals and develop and implement staff retention systems.
- 3.7.5 The Vendor will provide company turnover rates, particularly by the following positions: administration, nurse practitioner, physician assistant, registered nurse and licensed practical nurse.
- 3.7.6 The Vendor 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;
 - 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 Vendor in successfully performing the work involved in this RFP (limit to one page).
- 3.7.7 Vendor 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 Vendor shall specify how they intend to cover periods of absences caused by vacations, holidays, and sick leave.

In the event the Vendor fails to fill any vacant position through employment appointment, or contracting with a qualified person on a permanent or temporary basis, the Vendor shall issue a credit consisting of 100% 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.

Vendor 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 Vendor 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%.

3.8 Implementation and Service Plan

3.8.1 The Vendor must demonstrate its ability to provide a health care system specifically for the County. It must demonstrate that it has the ability for a thirty (30) day start-up.

3.8.2 The Vendor will provide a written plan outlining the implementation and Service Plan of the Scope of Work as provided in this RFP.

3.9 Fee Proposal

3.10 References

Identify three (3) Texas Jails, Texas County Jails, or other similar entities for which the Vendor is providing or has provided Inmate Health Care Services of the type requested, including the name, position, and telephone number of a contact person at each entity.

3.11 Alternates (Options). The Vendor is to specify in its proposal, any alternates it wishes to propose for consideration by the County. Or may include a la carte services. 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 proposed. Any proposed decrease or increase in the 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 pricing section of this proposal.

FAILURE BY VENDOR TO INCLUDE ALL LISTED ITEMS MAY RESULT IN THE REJECTION OF ITS PROPOSAL.

IV. CONTRACT/AGREEMENT

**STATE OF TEXAS
COUNTY OF MEDINA**

WHEREAS, the attached bid package, including but not limited to the **Cover Sheet, Terms & Conditions, Specifications, and Bid Sheet(s)** for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, The Medina County Commissioners Court as the governing body of Medina County did on _____, 20____ award a contract to _____, Vendor for furnishing the materials, equipment, supplies, and/or services in quantities and at prices as set forth in the above-attached bid package; and

THEREFORE, knowing all men by these present, which this contract is entered into by Medina County, Texas, (hereinafter called "County") and the undersigned Vendor (hereinafter called "Vendor").

Witnesseth

THAT IN ACCORDANCE with the above attached bid package in every particular, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the items of said bid package which is made a part of this contract and incorporated herein for all purposes contingent on respective equipment, materials and supplies/services covered by any claims that (1) conform to the attached specifications, (2) the equipment, materials, and supplies/services were delivered in good condition, and (3) services contracted for the Commissioners Court have been satisfactorily performed.

Prior Agreements Superseded

This Contract, with the entire bid package, including but not limited to the Cover Sheet, Terms & Conditions, Specifications, Bid Sheet(s), and any required supporting literature, brochures, and/or data sheets or samples, incorporated herein constitutes the sole agreement of the parties to the agreement and supersedes all oral or written previous and contemporary agreements between the parties and relating to matters herein.

Amendment

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by authorization representatives of each party.

IN TESTIMONY WHEREOF: Witness our hands at Hondo, Texas, effective as of the date awarded above, if any.

VENDOR

MEDINA COUNTY

BY: _____
AUTHORIZED AGENT

BY: _____
COUNTY JUDGE

Failure to sign the Contract page(s) may disqualify the RFP from being considered by the Commissioners Court. However, this contract is not valid until awarded in Commissioners Court.

V. Evaluation Criteria

a. Responsiveness – Maximum Points 10

This refers to the proposal's complete responsiveness to all written specifications and requirements contained in this RFP.

b. Implementation & Service Plan – Maximum Points 20

Emphasis is on the efficiency and comprehensiveness of the methods to be used in performing the services outlined in this RFP and in managing the proposed services.

c. Vendor Qualifications – Maximum Points 15

This refers to the overall qualifications of Vendor and its past experience in providing similar services to those requested by this RFP. It also refers to an evaluation of the quality of Vendor's performance on previous local government projects.

d. Personnel Qualifications – Maximum Points 15

This refers qualifications of the professional personnel who would be assigned to the job. Resumes must be included. It also refers to an evaluation of the quality of the performance by each member of the Vendor's project team on previous projects with the County and similar projects.

e. Cost of Professional Services – Maximum Points 30

This is the expected amount your firm would be compensated for services provided to the County for the services requested in this RFP. The County is requesting a flat monthly fee, but may 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.

f. References – Maximum Points – Maximum Points 10

Medina County will consider Vendor's references where services are provided similar in scope to the services being requested in this RFP. Additional consideration may be given to Proposals currently providing similar scope of services to any county within the State of Texas, or any other county of similar size and project scope.

VI. Cost Proposal

DESCRIPTION	CONTRACT YEAR	*ANNUAL/MONTHLY CONTRACT AMOUNT
MEDICAL and Pharmacy Services – Annual rate covers a maximum of 196 Inmates. For population over 196, VENDOR may bill additional amount per inmate per day if the population exceeds 196 Inmates for 30 consecutive days. Supporting documentation must be included. Pharmacy Cost Cap (maximum threshold of prescriptions covered by annual fee),	1 st Year	\$ /
	2 nd Year	\$ /
	Total Initial Contract Amount	\$
	Per Inmate Per Day Rate	\$
		\$
Medical Services	3 rd Year	\$ /
196 Inmates	Per Inmate Per Day Rate	\$
Medical Services	4 th Year	\$ /
196 Inmates	Per Inmate Per Day Rate	\$
Medical Services	5 th Year	\$ /
196 Inmates	Per Inmate Per Day Rate	
Annual Provision Fee for Non-Covered Services This fee will be paid quarterly by Medina County to VENDOR to cover payment of the offsite provider and hospital claims processed by VENDOR. The annual provision fee will be reconciled quarterly as prescribed in Section 2.5.4 of this Agreement.		\$ /Annually
		\$ /Quarterly

Years 3-5 *For years 3 and beyond, a 2% increase over the prior year or the change in the Medical CPI for the prior 12 months, whichever is greater. *

Company Name & Address

Authorized Signature

Print Name

Date

MEDINA COUNTY VENDOR AFFIRMATION

This sheet must be completed, signed, and returned by Vendor

NOTE: FAILURE TO SIGN AND RETURN THIS FORM MAY BE CAUSE FOR REJECTION.

1. Vendor affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Vendor, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or director to any other person engaged in this type of business prior to the official opening of this proposal.
2. Vendor hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
3. Pursuant to §262.076 (a) of the Texas Local Government Code, Vendor, hereby affirms that Vendor:
(Please check all that are applicable)

_____ Does not own taxable property in Medina County.

_____ Does not owe any ad valorem taxes to Medina County or is not otherwise indebted to Medina County

VENDOR COMPANY NAME

VENDOR SIGNATURE

DATE

VENDOR PRINT NAME

TITLE

SIGNATURE OF COMPANY OFFICIAL
AUTHORIZING THE PROPOSAL

DATE

COMPANY OFFICIAL PRINT NAME

TITLE

Corporate Vendors Shall Furnish the Following Information:

WHERE INCORPORATED

CHARTER NUMBER

VENDOR REFERENCE INFORMATION SHEET

REFERENCES

LIST THE LAST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE COMMODITIES/SERVICES HAVE BEEN PROVIDED:

1. _____
COMPANY NAME

_____ ADDRESS _____ PHONE

_____ CONTACT PERSON _____ TITLE

_____ EMAIL ADDRESS (PRIMARY) _____ EMAIL ADDRESS (SECONDARY)

2. _____
COMPANY NAME

_____ ADDRESS _____ PHONE

_____ CONTACT PERSON _____ TITLE

_____ EMAIL ADDRESS (PRIMARY) _____ EMAIL ADDRESS (SECONDARY)

3. _____
COMPANY NAME

_____ ADDRESS _____ PHONE

_____ CONTACT PERSON _____ TITLE

_____ EMAIL ADDRESS (PRIMARY) _____ EMAIL ADDRESS (SECONDARY)

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of person who has a business relationship with local governmental entity.</p> 	Date Received	
<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 the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p>3 Name of local government officer with whom filer has employment or business relationship.</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 filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</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 filer of the questionnaire?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</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 of 10 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 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 person 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 06/29/2007

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	OFFICE USE ONLY
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.	

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.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check)	
		Controlling	Intermediary
5 Check only if there	Must file this form online at www.ethics.state.tx.us/File Please include a printed copy of this notarized form with bid response.		

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____

**MEDINA COUNTY
HOUSE BILL 89 VERIFICATION**

This sheet must be completed, signed, and returned by Vendor

**NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITH BID RESPONSE MAY RESULT IN YOUR
BID BEING REJECTED**

I, _____ (Name), the undersigned representative of

(Company name and address), hereafter 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 the above-named
Company, business or individual with Medina County, Texas.**

Pursuant to Section 2270.001, 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 for ordinary business purposes; and*
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE ____ 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

NON-COLLUSION/ANTI-TRUST AFFIDAVIT

The Company has not given, proposal 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 a public servant in connection with the submitted response. Failure to sign this document or signing it with a false statement shall void the submitted proposal or any resulting contracts.

Neither the Company or the firm, corporation, partnership, or institution represented by the Company or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business. The Company's signature herein assigns to the County any and all claims for overcharges associated with his contract for this project, which arise under the Antitrust Laws of the United States, 15 USCA, Section 1, Et. Seq. (1973). By signing this proposal, Company certifies that if a Texas address is shown as its address, Company qualifies as a Texas Resident Bidder as defined in Rule 1 TAC 111.2.

RESPECTFULLY SUBMITTED:

AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

COMPANY NAME

COMPANY'S CORPORATE CHARTER NO.

TAX RECORD AND FAMILY CODE REQUIREMENTS

The Company's signature herein certifies that the firm is not currently delinquent in the payment of any debt owed to the State of Texas; including but not limited to franchise taxes and child support, property tax, and that any payments due the firm under this contract will be applied to that debt.

Texas Family Code Compliance Requirement:

Under Section 231.006, Family Code, the Vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. The response includes the names and Social Security Numbers of each person with a minimum of twenty-five percent (25%) ownership of the business entity submitting the response. Firm Owner(s), Partners, Sole Proprietors, and Share Holder(s) of twenty-five percent (25%) interest:

NAME

SSN

NAME

SSN

NAME

SSN

NAME

SSN

RESPECTFULLY SUBMITTED:

AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

COMPANY NAME

COMPANY'S CORPORATE CHARTER NO.

CERTIFICATE OF ELIGIBILITY

By submitting a bid or proposal I response to this solicitation, the Vendor certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred Vendors.

In the event of placement on the list between the time of bid/proposal submission and time of award, the Vendor will notify the Medina County Purchasing Agent. Failure to do may result in terminating this contract for default.

AUTHORIZED SIGNATURE

DATE

PRINT NAME

MEDINA COUNTY
RETURN LABEL

LATE BIDS CAN NOT BE ACCEPTED

<u>SEALED REQUEST FOR PROPOSAL</u>	
RFP#:	2024-0101
DUE DATE & TIME:	March 5, 2024 12pm (CST)
OPENING DATE & TIME:	March 5, 2024 1:15pm (CST)
RFP DESCRIPTION:	INMATE MEDICAL & PHARMACY SERVICES FOR THE MEDINA COUNTY JAIL
<i>DATED MATERIAL – DELIVER IMMEDIATELY</i>	

PLEASE CUT OUT AND AFFIX THE RFP LABEL ABOVE TO THE OUTER MOST ENVELOPE OF
YOUR RESPONSE

ATTACHMENT A

PROPOSED MEDINA COUNTY STAFFING:

Job Title	FTE	Hours
LVN	4	160/week
RN	1	40/week
Physician		1 day a week - On Call 24 hours a day, seven days per week

TOTAL Full Time Equivalent

Staffing Plan shall be adjusted appropriately when the Jail begins operations in its new facility at the same ratio of providers per inmates currently being requested.

ATTACHMENT B

Daily Inmate Census:

Inmate# (or other unique identification number)

Last Name

First Name

DOB

Sex

Unit Code (if more than one unit in the contract)

Date of Incarceration/ Book-in date

Provided in a "data file" (no report headers)

One line of data per inmate

Fixed length data fields – OR – Medina County delimited data fields

Preferably FTPed to designated point of contact

Secondary option – emailed to VENDOR point of contact

Secondary option – data file put onto EMR network share drive

Information from the County should be provided daily or multiple times per day for those locations with high volume intake.

ATTACHMENT C EXISTING MEDINA COUNTY INVENTORY

Medical Carts – 1

Wheelchair – 1

Small fridge – 1

Weight Scale – 1 (older)

Cabinets for supplies-18

Medical supplies as of 2/1/2024-OTC Tylenol-8, Omeprazole-4, DayQuil-4, Pepto Bismol-3, 81mg Aspirin-2, Imodium-2; Syringes for diabetics-100, Bandages-5 large boxes, Lancet needles-100, diabetic test strips-200, pregnancy tests-3 boxes (9 units)

Sharps Containers-6

Blood Pressure cuff-1

Beds – 2

**ATTACHMENT D
RELATING TO JAIL POPULATION**

The jail's population on 1/30/2024 was: **83 in county 30 out of county**

Total book-ins-January 1, 2023 through December 31, 2023=**1497**

Average book-ins per month: **120**