



THE COUNTY OF GALVESTON

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February 13, 2020

PROJECT NAME: Inmate Health Care Medical Services

SOLICITATION NO: B202004

RE: ADDENDUM #1

To All Prospective Proposers:

The following information is being provided to aid in preparation of your bid submittal(s)

Amended Timeline:

Attention: The proposal opening date has been amended and the new submittal deadline is below:

Thursday, March 5, 2020, at 2:15 p.m. CST

Question #1: What is the contract number regarding the incumbent Boon-Chapman?

Response: The County's internal contract number is CM14009.

Question #2: Are the positions currently filled? If so, how long have they been filled? And if not, how many positions currently have vacancies and for which labor categories:

Response: See Attached Staffing Matrix Exhibit A.

Question #3: What is the current contract value?

Response: Contract value for 2017-2018 was \$5,059,311.00.

Question #4: Will Galveston County need us to quote a figure or time they want to the person full time for themselves eventually?

Response: At minimum respond to the position hours. Any exceptions to the proposal conditions, please list on a separate sheet of paper and notate as such.

Question #5: *Will Galveston County require position resumes for evaluation?*

Response: Each employee will be required to undergo a background process to be approved for entrance into the Jail. This process includes criminal and credentialing verification. The county does not need to see position resumes.

Question #6: *Please clarify whether Galveston County is requesting a program-wide cost per Inmate per Day, or asking bidders to identify any variable cost adjustments for variations in Average Daily Population.*

Response: No, Galveston County is not requesting a program wide cost per inmate per day. Vendor may request a variable cost adjustment based on variations in average the daily population greater than 5%.

Question #7: *What is the contract number regarding the incumbent?*

Response: Please refer to the answer to Question #1.

Question #8: *During the Pre-Proposal Meeting, Exhibit A is mentioned as being attached to the solicitation, however it is not. Will Galveston County provide a copy of the current contract?*

Response: The current agreement is attached.

Question #9: *Also, are all positions currently filled? If so, how long have they been filled? And if not, how many positions currently have vacancies and for which labor categories?*

Response: Please refer to the response to Question #2

Question #10: *What is the current contract value?*

Response: Please refer to the response to Question #3

Question #11: *Over the last 5 years, how has the inmate population changed? i.e. What kinds of health issues are more prevalent within the past 5 years, are inmates young or older?*

Response: The population has aged and the level of medical acuity has increased.

Question #12: *What are the Monday through Thursday inmate demographics? What are the Friday through Sunday inmate demographics? Demographics in terms of health.*

Response: Galveston County inmate demographics do not change based on a day of the week.

Question #13: *Who will be evaluating the proposal responses that are received?*

Response: Proposals will be evaluated by employees of Galveston County and possibly a few outside subject matter experts.

Question #14: Does the County only want the bidder to respond to position hours, starting on page 2?

Response: At minimum respond to the position hours. Any exceptions to the bid, list on a separate sheet of paper and notate as such.

Question #15: Can the County provide the incumbent name of the pharmacy provider?

Response: Correct Rx.

Question #16: What is the transition timeline? How long does it take for the successful bidder to be properly placed on the Commissioners Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties?

Response: Transition will take place after the contract is signed by the County Judge as a result of Commissioners' Court authorization. There is no concrete timeline of how long this process can take as legal counsel of both parties are involved with the final document. Adherence to the RFP is strongly encouraged to reduce this time period.

Question #17: Will the County require a telemedicine requirement?

Response: No.

Question #18: When does the AM and PM shift start and end? What are the weekend shifts? Are there hour specifics?

Response: AM shift: 6:00a-6:30p PM shift: 6:00p-6:30a. The shifts are the same 7 days per week for clinic staff. Administrative staff and specialty nurses work 8 hours shifts M-F.

Question #19: For the RN/Mental Health (4.2), is this a coverage position or overnight?

Response: The Mental Health RN is a Monday thru Friday 8:00am-4:30pm position.

Question #20: Under the Company Profile, question number 4 on page 8, is the County requiring the bidder to specify all of the contracts at currently operated facilities that are accredited? Or does the County require contracts where the bidder has a presence at county facilities?

Response: Specify all of the contracts at currently operated facilities that are accredited.

Question #21: Under the Company Profile, Litigation History and Experience, will the County require contract performance, personnel litigation or both?

Response: Both.

Question #22: *As the proposal requires the bidder provide contracts under consent decrees, does the County mean cases settled out of court?*

Response: Consent Decree: One entered by consent of the parties; it is not properly a judicial sentence, but is in the nature of a solemn contract or agreement of the parties, made under the sanction of the court, and in effect an admission by them that the decree is a just determination of their rights upon the real facts of the case, if such facts had been proved. If this definition applies to your question whether settled in or out of court, please provide the applicable contracts.

Question #23: *For the Statement of Work, does the Therapeutic Diet Program require a dietician?*

Response: The current contracted food service provider has a dietician. The proposer will make recommendations for inmates with regard to therapeutic diets.

Question #24: *For the required Pharmacy Services and Mental Health, the proposal mentions a Separate Proposal on page 15 and page 15. Can the County explain why a separate proposal is required?*

Response: The County requests one proposal.

Question #25: *The Statement of work requires the contract provide emergency transportation on page 16. Will these costs be provided by the contractor and then reimbursed by the County?*

Response: These are vendor costs.

Question #26: *Will the successful bidder be required to bring in equipment? If so, can the County provide a detailed list of supplies to be brought in by the contractor?*

Response: There are no known supplies that would need to be brought in immediately. See attached Medical Equipment List Exhibit C

Question #27: *Will the County submit an amendment with the required services needed to be priced?*

Response: No. Refer to proposal specifications.

Question #28: *Can the County explain why an inmate has a \$100K cap?*

Response: There is no longer a \$100k cap.

Question #29: *What is the annual cost of the current contract?*

Response: Please refer to the response to Question #3

Question #30: *Please provide a copy of the current contract.*

Response: Please refer to the response to Question #8.

Question #31: *When will the new contract begin?*

Response: The new contract will begin after the County Judge signs the agreement.

Question #32: *Does the County want separate proposals for medical, pharmacy, and mental health? Or does the County want one comprehensive proposal for all services as was stated in the pre-proposal conference?*

Response: The County requests one comprehensive proposal.

Question #33: *What were the total off-site costs, including hospitalization, for the last full fiscal year?*

Response: \$1,780,531.00.

Question #34: *What were the total pharmaceutical costs for the last full fiscal year?*

Response: \$698,700.00.

Question #35: *What is the Jail's current policy on screening/testing inmates for Hepatitis C? If an inmate has Hepatitis C, does the County want the contractor to treat the inmate?*

Response: Our current policy is self-disclosure or testing as deemed necessary by provider order. Hepatitis C positive patients are followed in the chronic care clinic and receive symptom management.

Question #36: *Please provide a copy of the last fiscal year's medical utilization data/health services report.*

Response: See Attached Health Service Report Exhibit B.

Question #37: *Please confirm that there are no performance or payment bonds for this contract other than the cashier's check for \$1,000 that must accompany the proposal.*

Response: That is correct.

Question #38: *We understand that the Jail's Electronic Medical Records system is CorEMR. Is the County or the contractor responsible for the ongoing costs of this EMR system?*

Response: The County will be responsible for the maintenance fee, server upgrades and other cost associated with the maintenance of the system. The proposer will be responsible for the cost of interfacing new services to CorEMR.

Question #39: *Does the County host the CorEMR system or is it hosted by another service?*

Response: The County hosts the CorEMR system.

Question #40: *Will the Contractor or the County be responsible for any upgrades to the EMR system and any new interfaces that may be required?*

Response: The contractor will be responsible for optional upgrades and new interfaces with the understanding the will County maintain ownership of a service or data once interfaced or integrated with the system.

Question #41: *Will the Contractor be able to utilize their own forms within the CorEMR system or will the County want to maintain the use of its own forms?*

Response: The contractor will be required to use forms that have previously been approved by the Texas Commission on Jail Standards and NCCHC. With approval from the County, forms that are not required for state reporting may be rebranded as long as no substantive changes are made.

Question #42: *Please provide an inventory of current medical and office equipment that the Contractor will utilize and each item's condition. This will enable the responders to answer the question about what new equipment the Contractor will need.*

Response: See Attached Medical Equipment List Exhibit C

Question #43: *Page 10 of the Special Provisions Section of the RFP, Subsection D requires the responders to submit the names and contact information for 5 references that can attest to the contractor's capability and 5 business/ supplier references. The Proposal Form provided as an attachment to the RFP provides only 3 spaces each for these references. Please clarify if the County wants 3 or 5 references each, and if the county wants 5, in what format should we submit these?*

Response: Three (3) references will suffice.

Question #44: *Please provide the current staffing matrix by shift, including weekend coverage.*

Response: See Current Staffing Matrix Exhibit A.

Question #45: *Is the current medical contractor utilizing 12 hours shifts? If so, does the County want to maintain the 12 hour shifts schedules?*

Response: Yes. Yes, the county wants to maintain 12-hour shifts.

Question #46: *How many inmate deaths has Galveston County had in the last 5 years?*

Response: Ten (10).

Question #47: *How many of these deaths have resulting in litigation with Galveston County and/or current jail administrator or both?*

Response: Three (3).

Question #48: *What has been the average Galveston County inmate population each year for the last 5 years?*

Response: 2015: 923; 2016: 1015; 2017: 1125; 2018: 1129; 2019: 1056

Question #49: *How many inmates have been referred to medical services outside the jail?*

Response: See attached Health Service Report Exhibit G.

Question #50: *What is the annual cost of those patients referred out?*

Response: \$1,780,531.00.

Question #51: *Please provide a copy of the current contract and any amendments.*

Response: Please refer to the response to Question #8.

Question #52: *The RFP Special Provisions Section 3.D.1-2 (p. 10) requests five references of each type, but the required form requests three references of each type. Which number is correct?*

Response: Please refer to the response to Question #43.

Question #53: *Special Provisions Section B states, "Medication pass is completed 3 times a day in all housing areas"; Section 4.E states, "The medication cart passes two times for day to all PODS." How many times a day are medications passed in the housing units/PODS?*

Response: There are 4 standard medication passes per day in the housing units.

Question #54: *Special Provisions, Section 4.V (p. 18) states, "The service provider is responsible for the cost of all office and medical supplies and equipment needed to provide health care. All supplies and equipment purchased for use in the County Jail will be transferred, at no additional cost, to the County at the termination of this agreement." What, if any, equipment and supplies do the County believe will NOT be retained from the previous contractor?*

Response: None.

Question #55: *Is the County aware of any equipment that likely will need replaced in the next three years?*

Response: No, we are not aware of any at this time.

Question #56: *What year were these items last replaced:*

- a. Dental x-ray machine*
- b. Autoclave*
- c. EKG*
- d. AEDs*

Response: See attached Equipment List Exhibit C.

Question #57: *How many AEDs does the facility have?*

Response: Four (4).

Question #58: *Please provide the cost of pharmaceuticals over the past three years, ideally broken down by total expenditures, HIV, Hep C, etc.*

Response: 2016-2017: \$689,101.00; 2017-2018: \$726,225.00; 2018-2019: \$698,700.00

Question #59: *Can you clarify the Rates under Special Provisions, p. 26 of Special Provisions?*

Response: Rate A- not currently implemented. Rate B- currently there are no off-site catastrophic limits. Rate C- Service provider may propose alternate pricing recommendations.

Question #60: *Would you entertain the idea of an aggregate cap for the facility as opposed to per inmate on pharmacy and for off-site care?*

Response: No.

Question #61: *There is a 150% payback in penalties for vacancies – how much has the current provider paid in the last two years by position for this?*

Response: The current provider has not incurred penalties.

Question #62: *Please provide a breakdown of the inmate population classification (county, ICE, U.S. Marshalls, etc.)*

Response: We do not offer long term housing for ICE and the US Marshall's pickup inmates within 24-48hrs after the inmate has satisfied their commitment to the County. TDCJ-ID will arrange for the transport inmates once they have been sentenced in court and are paper-ready.

Question #63: *What specialty services are performed on-site and how frequently (e.g., orthopedic, optometry, dialysis, etc.)*

Response: We provide dental services on site.

Question #64: *Can you provide clearer PDF versions of the required forms that have to be submitted?*

Response: The clearer PDF versions are attached.

Question #65: *Is the staffing matrix in the RFP the same matrix that is currently being utilized?*

Response: No. This is in anticipation of implementing the required Sandra Bland Act, adding hours for increased supervision, and additional provider hours. See attached RFP staffing Matrix Exhibit E.

Question #66: *Please provide current salaries and hourly rates (or ranges) for all healthcare personnel positions and provide information on shift differentials for nights and weekends.*

Response: See Attached Salary List Exhibit D.

Question #67: *What are the current staff schedules for weekday, evening, night, and weekends?*

Response: See Attached Current Staffing Matrix Exhibit A.

Question #68: *Are there currently any position vacancies and how long have they been vacant?*

Response: See Attached Current Staffing Matrix Exhibit A

Question #69: *Please a list of the current subcontractors such as: pharmacy, labs, mobile x-rays, ultrasound, dialysis, optometry, orthopedic, etc.*

Response: Correct Rx, LabCorp, Mobile.

Question #70: *When does the County anticipate these services to transition and begin?*

Response: Soon after the final agreement is signed by both parties...

Question #71: *The off-site cost option on page 64 of the RFP states, "Rate A. Service provider may propose a \$100,000 catastrophic limit for off-site medical care per inmate per year. Service provider should consider it would be financially responsible for all medically related costs associated with the care of an inmate in the Jail."*

Understanding this is the current cost structure/model for off-site healthcare services, what were the annual total for these expenditures the past three years (2017, 2018 and 2019) and 2020 to date?

Response: 2016-2017: \$1,379,220.00; 2017-2018: \$1,370,917.00; 2018-2019: \$1,780,531.00

Question #72: *Has the County assessed the incumbent with any performance-based fines related to position vacancies or financial penalties related to missed shifts? If so, please provide detail of any and all penalties assessed over the past three years (2017, 2018 and 2019) and 2020 to date?*

Response: The current provider has not incurred penalties.

Question #73: *Section V specific to "Supplies and Equipment" states, "The service provider is responsible for the cost of all office and medical supplies and equipment needed to provide health care." Please provide a complete list of the existing computer and technological equipment to include, but not be limited to desk-top computers, laptop computers, printers, copiers, document scanners, and other electronic equipment being utilized in the Galveston County Jail. Also, please include a comprehensive list of medical supplies and equipment to include wheelchairs, medication carts, EKG machines, etc. currently used in the facility. Please include the age and approximate condition of each piece of equipment.*

Response: Computers are provided by the county. See Medical Equipment List Exhibit C.

Question #74: *Please provide copies of the last three (3) Medical Administration Committee (MAC) reports.*

Response: Confidential CQI.

Question #75: *Please explain and provide detail of the current inmate detox/withdrawal program.*

Response: Detox protocol is currently started based on inmate self-report at intake or based on observation of symptoms associated with detox.

Question #76: *What has been the total census of HIV inmates over the past three years (2017, 2018 and 2019) and 2020 to date? What is the average length of stay for this inmate group? When charges allow, are Galveston County's courts successful in releasing such high cost/high risk inmates?*

Response: See attached Health Service Reports. The length of stay is not tracked. These are determined on a case-by-case basis

Question #77: *What has been the County's census for pregnant females each of the past three years (2017, 2018 and 2019) and 2020 to date? What is the average length of stay for this population?*

Response: 2016-2017: 102, 2017-2018: 94, 2018-2019: 95. We do not track the length of stay for this population.

Question #78: Does the incumbent provide pregnancy testing on any, and all new female inmates? If so, on average how many pregnancy tests are provided annually, and will the successful provider be financially responsible for these test kits?

Response: Number of pregnancy kits are not tracked. Yes, the successful provider will be financially responsible for these test kits. Testing is provided as needed.

Question #79: Who manages the off-site OBGYN services?

Response: The successful provider will manage the off-site OB/GYN services and is financially responsible for those services.

Question #80: What hospital(s) does the County use?

Response: UTMB and HCA Mainland Medical Center Hospitals.

Question #81: What ambulance vendor does the County use?

Response: Galveston County Ambulance Service.

Question #82: As a vendor provides dialysis for the County, are dialysis services funded from an off-site cap? If not, please describe the funding.

Response: No. Medical Administrator is responsible for all outside vendor costs.

Question #83: Does the incumbent currently provide, or offer STD testing on inmates upon intake? If so, specifically what STD testing is offered? Are STD tests the financial responsibility of the successful provider? If so, how many STD tests are performed annually?

Response: There is no STD testing on intake. Galveston County Health District provides voluntary syphilis and HIV testing weekly. All other STD testing is completed as needed and is the responsibility of the medical service provider.

Question #84: The RFP requires TB testing on all inmates and Sheriffs and jail personnel. To help minimize costs to the Sheriff's Office/Jail and this contract, does the County Health Department provide TB serum for the County's inmate population?

Response: No.

Question #85: The RFP requires drug testing on all Sheriffs and jail personnel. Who will bear the cost of the drug kits?

Response: This is a vendor cost.

Question #86: Are intravenous (IV's) medications currently being provided and managed on-site?

Response: Yes.

Question #87: Section 13 on page 10 of the RFP cites the County's participation in the "PROCUREMENT CARD (P-CARD) PROGRAM" states, "13. Please confirm the County will be paying the Contracted provider via P-Card.

Response: Procurement Cards (P-Cards) are one of several methods of payment utilized by the County for faster payment of invoiced services. The successful contractor can request to be paid in this fashion, however, any percentage/transaction fees charged by the banking institution are borne by the contractor.

Question #88: Despite a performance bond being cited throughout the RFP, please confirm no performance/bid bond is required and only the \$1,000 cashier's check is required as a bid surety.

Response: Please refer to question # 37.

Question #89: Despite the requirements in Section P "Pharmacy Services (Separate Proposal)" on page 54 of the RFP and Section Q "Mental Health (Separate Proposal)" on page 55 of the RFP, please confirm the County is requiring one proposal for turn-key and comprehensive inmate medical, mental/behavioral and ancillary healthcare programs and services, to include pharmaceuticals and mental/behavioral health programs and services and the County does not want services to be proposed and priced separately.

Response: The County is requiring one proposal for all services.

Question #90: Is methadone currently being provided for pregnant female inmates? If so, how many inmates in the past three years (2017, 2018 and 2019) and 2020 to date have been a part of the methadone program?

Response: Yes. This is not tracked.

Question #91: In 2018, the NCCHC updated their guidelines to include Jail-based MAT programs. What process is the County using to address this new standard? Is the County interested in a program which includes Methadone, Vivitrol, Suboxone to be compliant with the NCCHC standard?

Response: The County is not currently interested in a program that includes these medications. The current vendor's protocol has been reviewed and meets NCCHC standards.

Question #92: Who does the County use for local pharmacy services?

Response: This would depend on who the proposer selects to contract with. Agreement is between the proposer and whomever they contract with.

Question #93: Does the County allow any Keep-On-Person (KOP) medications?

Response: Yes, limited to topical creams, some eye and ear drops. No oral medications.

Question #94: With the risk of high cost HIV, HepS and Biological medications, would the County consider proposals based on pass-through (no profit margin) pricing for these high cost medications? This financial model will result in decreased financial risk and liabilities for the Contractor, hence a lower price for the County and your taxpayers.

Response: Any exceptions to the bid please provide on a separate sheet and identify them as such.

Question #95: How many hours per week are telepsychiatry services being provided in the Galveston County Jail?

Response: None.

Question #96: Does the County currently work with any community based mental health providers to help reintroduce offenders back into the community and reduce recidivism? If so, please provide a list of these providers.

Response: Yes, county works with local MHMR.

Question #97: Please provide the number of attempted suicides over the past three (3) years (2017, 2018 and 2019) and 2020 to date?

Response: See attached Health Service Report Exhibit B.

Question #98: Please provide the number of completed inmate suicides over the past three (3) years (2017, 2018 and 2019) and 2020 to date?

Response: Zero.

Question #99: Has any litigation resulted from these inmate suicides and/or attempts? Please provide detail for this litigation and findings.

Response: No.

Question #100: What is the accessibility for inmates requiring acute psychiatric hospitalizations when care and treatment is beyond the scope of practice on-site? How many inmates were transferred to your acute psychiatric hospital(s) the past three years (2016, 2017 and 2018) and 2019 to date?

Response: We currently manage acute psychiatric patients onsite.

Question #101: What is the County's process for inmates that meet requirements for involuntary hospitalization?

Response: Inmates declared incompetent by court order are placed on a list for transfer to a psychiatric hospital when a bed becomes available. Medical Service Provider is not financially responsible for these hospitalizations.

Question #102: Where does the County send inmates requiring inpatient Psychiatric treatment?

Response: County sends inmates to various psychiatric hospitals in Texas for treatment.

Question #103: Are inmates currently given forced or involuntary psychiatric medications when they're a danger to self or others as a result of a psychiatric disease, disorder, or illness?

Response: Yes.

Question #104: How many inmates were found Incompetent to stand trial the past three years (2016, 2017 and 2018) and 2019 to date? What has been the average length of time inmates wait pending transfer to the state hospital? Is the County interested in an on-site restoration of competency (ROC), program as part of the mental/behavioral health programs and services?

Response: I can provide the number of inmates transported to the state hospital for competency for the last three years. 2017: 19, 2018: 19, 2019: 13. For misdemeanor or non-violent felony offenses the average wait time is approximately 6 months before a bed is available. Violent felony offenses average 461 days before a bed is available. The county is not interested in discussing a ROC program.

Question #105: How does the County manage inmates who are being released, but continue to be high-risk (e.g. on suicide watch)?

Response: Inmates are released to a family member or individual who accepts responsibility for their care, or the inmate is transported to a hospital by a mental health deputy.

Question #106: Please provide a copy of the current medical services contract with the incumbent provider, including all exhibits, attachments, amendments, etc.

Response: The contract is attached.

Question #107: Please provide the date of the facility's most recent NCCHC accreditation.

Response: April 2018

Question #108: Population:

a. Please provide Average Daily Population (ADP) numbers for the past three (3) years. -Response: 2017:1125, 2018:1129, 2019:1056

b. Please confirm the ADP to be used for staffing and pricing. - Response: 1103

c. Are there any juveniles housed in the Facility? - Response: 0

d. Please provide a breakdown of the inmate population included in the overall population figures, as follows:

i. County - Response: ADP 1103

ii. State DOC – Response: 0

iii. ICE – Response: 0

iv. U.S. Marshals Service – Response: 0

v. Work Release – Response: 0

vi. Other – Response: 0

e. Please provide a breakdown of the inmate population included in the overall population figures, as follows:

i. Male – Response: 880 (02/05/2020 @ 1509)

ii. Female – Response: 180 (02/05/2020 @ 1509)

iii. Juvenile – Response: 0

iv. Transgender – Response: 0

Response: Response included above next to the question and indicated by “Response” then the answer.

Question #109: Staffing:

a. Please provide salaries/pay rates of current staff (i.e., RN, LPN, Mid-level Practitioner, mental health staff, etc.)

b. What are the current evening, night, and weekend shift differentials?

c. Are there currently any unfilled positions?

f. If so, please identify the position and length of time unfilled.

d. Are any of the medical staff unionized?

e. If so, please provide the appropriate bargaining agreements.

Response: See attached Current staffing Exhibit A and Current Salaries Exhibit D. There are no unionized staff.

Question #110: Mental Health Statistics: Please provide the following information:

a. Number of attempted suicides in the past two (2) years – Response: Exhibit B

b. Number of completed suicides in the past two (2) years – Response: Exhibit B

c. Number of episodes of suicide watch per month in the past two (2) years – Response: We track this annually. 2018: 724, 2019: 401

- d. *Number of self-injurious events in the past two (2) years* – Response: We do not track this separately.
- e. *Number of psychiatric hospitalizations in the past two (2) years* – Responses: 0
- f. *Number of psychiatric inpatient hospital days in the past two (2) years* - Responses: 0
- g. *Total cost of psychiatric inpatient hospitalizations for each of the past two (2) years* - Responses: 0
- h. *Number of episodes of restraint per month in the past two (2) years* – Response: We track this annually. 2018: 14, 2019: 13
- i. *Number in restrictive housing in the past two (2) years* – Response: We have 20 restrictive housing cells that are available. We do not track this statistic by individual.
- j. *Number of forced psychotropic medication events in the past two (2) years* – Response: We track this annually. 2018: 5, 2019: 13
- k. *Number of Psychiatrist visits per month* – Response: See exhibit B
- l. *Number of Mental Health Professional visits per month* – Response: See exhibit B
- m. *Number of mental health grievances per month* – Response: We do not track mental health grievances separately. See exhibit B
- n. *Number of episodes of seclusions per month* – Response: Unsure what this is referring to.

Response: Please see answers above.

Question #111: Equipment:

- a. *Please provide a list of all medical and dental equipment that will be available to the new Contractor, including the model, age, and condition.*
- b. *Please provide a list of all office/computer equipment that will be available to the new Contractor (e.g., computers, printers, fax machine, copier, etc.), including the model, age, and condition.*
- c. *How many AEDs are on site?*
- d. *Who is responsible for maintaining the AEDs—the Contractor or the County?*
- e. *Who is responsible for medical gas?*

Response: See attached Medical Equipment Exhibit C. There are 4 AEDs on site. The county maintains the AEDs. Medical Administrator is responsible for oxygen tanks.

Question #112: Please identify the following current providers:

- a. *Ambulance service(s)*
- b. *Biohazardous waste removal services*

Response: Galveston County Area Ambulance Service; Biomedical Waste.

Question #113: What is the Facility's policy regarding the cost of care for pre-existing conditions?

Response: All care provided while the inmate is incarcerated is the responsibility of the medical administrator.

Question #114: Please identify the local hospital(s) utilized for emergencies and inpatient stays.

Response: Please refer to the response to Question #80.

Question #115: Please provide a list of currently utilized off-site specialty providers and outpatient providers.

Response: This is the responsibility of the medical administrator to seek contracts.

Question #116: Are any specialty consults provided at the hospital?

a. If so, which specialty or specialties?

Response: UTMB has specialty clinics. UTMB is a state hospital with numerous specialty departments.

Question #117: Are there currently any specialty clinics being conducted on site? If so please identify:

b. Provider name and contact information

c. Frequency of clinic

Response: Dental; 3 days per week

Question #118: Dialysis:

a. During the past two (2) years, what is the average number of individuals receiving dialysis treatments?

b. What are the average weekly number of treatments?

c. How much has been spent annually on dialysis over the past two (2) years?

Response: Average number: 1. Total patients: 3. The average number of treatments per week per patient is 3. 2017-2018: \$23,966.00 2018-2019: \$14,560.00

Question #119: Medication Administration:

a. How many med carts are utilized per med pass?

b. How long does the average med pass take to complete?

Response: 2 medication carts. Avg. 2-3 hours.

Question #120: Is there a Keep-on-Person (KOP) program at the Facility?

a. If so, which medications are included in the KOP program?

Response: Please refer to the response to Question #93.

Question #121: What is the Facility's policy on providing medication to inmates upon discharge?

Response: A 14-day prescription is called into the pharmacy of the inmate's choice and the inmate picks it up at their expense.

Question #122: Electronic Medical Records:

- a. Please identify the Facility's Jail Management System (JMS).***
- b. Will the Facility's IT infrastructure support EMR installation, or will additional cabling and drops be required?***
- c. Who will be responsible for additional cables/drops, if required—the County or the Contractor?***
- d. Will internet connectivity be available to the Contractor?***
- e. Does the Facility currently have wireless capability?***

Response: Central Square is the current JMS. The County owns CorEMR and the proposer will be required to utilize this EMR. The County will maintain CorEMR. Internet and wireless capability are on site.

Question #123: Pharmacy Statistics: Please provide the following information for the past two (2) years:

- a. Number of inmates on psychotropic medication(s) per month***
- b. Number of inmates on HIV/AIDS medication(s) per month***
- c. Number of inmates on Hepatitis medication(s) per month***
- d. Number of inmates on Hemophilia medication(s) per month***
- e. Number of inmates with diabetes***

Response: a. See attached Health Service Report Exhibit B. See attached Exhibit F, questions b, c, d. Question E, diabetics: 2018: Unavailable, 2019: 136

Question #124: On-site Service Statistics: Please provide statistical data for the past three (2) years by facility regarding on-site services, including but not limited to:

- a. Intakes***
- b. Nurse Sick Call, Mid-level Sick Call, Physician Sick Call***
- c. Inmate physicals***

- d. Number of inmates evaluated by the psychiatric/mental health providers*
- e. Number of chronic care visits by type*
- f. Number of on-site clinic visits by type (e.g., OB/GYN, orthopedics, ophthalmology, cardiology, etc.)*
- g. Labs*
- h. X-rays*
- i. Telemedicine encounters by specialty*

Response: See attached Health Service Report Exhibit B. There is no telemedicine.

Question #125: Off-site Service Statistics: Please provide historical utilization statistics for the past three (3) years by facility regarding off-site and specialty services, including but not limited to:

- a. Total number of ER visits by facility*
- b. Number of ER visits that resulted in inpatient admissions*
- c. Number of ambulance transfers by facility*
- d. Number of non-ambulance transfers*

Response: See attached Health Service Report Exhibit B.

Question #126: Expenses: Please provide the following information for the past two (3) years:

- a. Total pharmacy costs*
- b. Total psychotropic medication costs*
- c. Total HIV/AIDS medication costs*
- d. Total ER visit costs*
- e. Total inpatient hospitalization stay costs*
- f. Total off-site specialist visit costs*
- g. Total off-site, one-day surgery costs*
- h. Total pre-booking hospital costs*
- i. Total ambulance service costs*

Response: Pharmacy Costs- 2016-2017: \$689,101.00 2017-2018: \$726,225.00
 2018-2019: \$698,700.00
 Psychotropic Costs- 2017: \$93,381.20; 2018: \$76,478.67; 2019: \$87,097.63
 HIV Costs- 2017: \$468,869.51 2018: \$383,552.84 2019: \$317,576.90
 ER Costs- 2016-2017: \$260,829.00 2017-2018: \$175,938.00 2018-2019: \$ 360,160.00
 Inpatient Costs: 2016-2017: \$420,929.00 2017-2018: \$ 735,521.00 2018-2019: \$801,453.00.
 Off-site Costs: 2016-2017: \$1,379,220.00, 2017-2018: \$1,370,917.00, 2018-2019: \$1,780,531.00
 Ambulance Service- 2016-2017: \$10,571 2017-2018: \$5,345.00 2018-2019: \$16,883.00

Question #127: Methadone:

- a. *Is methadone provided to any patients other than pregnant females?*
- b. *Is methadone provided on site or off site?*
- c. *Who is the local methadone provider?*

Response: No. Methadone is provided offsite for pregnant females only. Toxicology Associates Inc.

Question #128: Catastrophic Financial Capitation:

- a. *What is the current catastrophic financial capitation?*
- b. *Have the costs for capitated services fallen below or exceeded the capitation limits in the past two (2) years?*
- c. *By how much has the current Contractor fallen below or exceeded the cap in each of the past two (2) years?*
- d. *How many inmates have exceeded the per inmate cap and by how much in the past two (2) years?*
- e. *Is there a cap on pharmaceuticals?*
- f. *Is any specific class of drugs excluded from the current Contractor's financial responsibility?*
- g. *Recent changes in Hepatitis C treatment protocols have created significant unpredictability in the cost of this treatment. Would the County be willing to either:*
 - i. *Apply a specified annual limit to the Contractor's financial responsibility for the cost of Hepatitis C treatment, or*
 - ii. *Allow the Contractor to pass through to the County the actual costs associated with Hepatitis C treatment (i.e., carve out)?*
- h. *Given the unpredictable costs associated with factor replacement therapy for the treatment of hemophilia (and also the infrequent need for such treatment in a jail setting with a more transient population), would the County be willing to:*
 - i. *Allow the Contractor to pass through to the County the actual costs associated with factor products (i.e., carve out)?*

Response: There is no capitation on any services.

Question #129: Penalties:

- a. *Has the current Contractor been assessed any penalties in the past two (2) years?*
 - i. *If so, please identify the penalty type and amount for each of the past two (2) years.*

Response: No

Question #130: Who incurs the cost of Galveston County Sheriff's Office Staff urinalysis/alcohol screening test collections and analysis?

Response: This is a vendor cost.

Question #131: The Price Proposal sheets provided in the RFP do not include specific line items For off-site and other expenses. Where would these need to be included within the Price Proposal sheets?

Response: Respondents should provide pricing for specific line items within their submittals and notate them as such.

Question #132: On average, how many inmates are in segregation on a daily basis?

Response: Sixty (60).

Question #133: Is there space available to facilitate group treatment for inmates? If so, are there custody escorts available for such treatment programming?

Response: There are common areas that are used on a scheduling basis, security can also be scheduled.

Question #134: Is there a separate pod or unit for Mental Health patients with chronic mental health needs that require ongoing monitoring like those who are SMI?

Response: Yes.

Question #135: Is the request to have 24/7 MH on site or just to have MH staff available via phone 24/7 per the Sandra Bland requirements?

Response: On site.

Question #136: On p 16, it states: The scope of services provided to the inmate population will include:

Screening and orientation of all new arrivals by mental health staff.

Are you requesting to have a MHP in the intake area 24/7 to conduct the MH portion of receiving screenings? Or does this refer to MHPs screening patients with positive screens after intake?

Response: No MH staff in booking 24/7. This refers to MH screening patients with positive screens after intake or to a MH crisis.

Question #137: In the staffing matrix, there is no psychologist listed, however, on p. 16 in Part Q, psychologists are mentioned a couple of times. Is there a requirement to have a Psychologist or was it included as one of the possible degrees that fit the "QMHP" role?

Response: Galveston County does not utilize a psychologist.

Question #138: Will there be an opportunity to ask additional questions?

Response: Unless there are other issues discovered in the RFP document and/or pertinent information that could alter proposal responses, no other inquiries will be entertained.

Question #139: Will the County entertain suggestions for operational changes to the health services program if such changes remain in compliance with governing standards and result in an overall cost savings?

Response: Operational suggestions will be taken into consideration once the contract has been awarded but no changes will be considered during this process.

Question #140: Please confirm the schedules of the following staff members:

a. Correctional Staff: 8 hours, 12 hours, or a combination of both.

b. Health Care Staff: 8 hours, 12 hours, or a combination of both.

c. Please provide a breakdown of the positions that work both, if a combination exists.

Response: Correctional staff: There are a total of 255 employees assigned to the jail. The shift personnel work 12hr shifts from 6a-6p/6p-6a. Administrative and Support Staff work a variety of schedules to accommodate the needs of the jail.

Health Care Staff: The shift personnel work 12-hour shifts from 6:00a-6:30p/6p-6:30a. Administrative staff and specialty nurses work 8-hour shifts with a variety of times to accommodate the needs of the medical department.

Question #141: RFP Section 4, Special Provisions, Item W, page 18: is the vendor required to provide the following and if so, can any of these services be subcontracted out:

d. Drug screen urinalysis / alcohol screening test for reasonable suspicion.

e. Eligible employees' rehabilitation program.

f. Random selection of employees on a monthly basis – collecting breath and urine specimens; preserving integrity of the collection and transfer process; analysis of specimens.

Response: The following services are expected to be performed onsite by the proposer:

Drug screen urinalysis / alcohol screening test for reasonable suspicion.

Random selection of employees on a monthly basis – collecting breath and urine specimens; preserving integrity of the collection and transfer process; analysis of specimens. Non-negative results may be sent off-site for analysis.

Question #142: RFP Section 2, Item R, Page 6 states that “each service provider must respond to each and every component outlined in the order shown in this RFP using the format prescribed for each component to be considered responsive.” Some RFP sections / components are informational. Please specify the prescribed format for response.

Response: Please respond per the RFP instructions. Any exceptions to the conditions should be listed and notated as such on separate sheets of paper. Proposers will not be penalized if instructions are adhered to.

Question #143: RFP Section 4, Special Provisions, Item Q, page 16 states “Mental Health (Separate Proposal)”. Please confirm that this refers to submitting a separate Mental Health cost proposal and not a stand-alone Mental Health narrative response.

Response: The County requests one proposal.

Question #144: Please provide the ADP that should be used in pricing.

Response: The average of our ADP from 2017, 2018 and 2019 is: 1103

Question #145: Please identify the number of ICE, Federal detainees, or DOC inmates at the facility.

Response: We do not offer long term housing for the agencies listed in the question. ICE and the US Marshall’s pickup inmates within 24-48hrs after the inmate has satisfied their commitment to the County. TDCJ-ID will arrange for the transport inmates once they have been sentenced in court and are paper-ready.

Question #146: Please identify whether the following services are available on-site or off-site, the frequency (hours or visits per week/month), and who provides the services for:

- a. Dental**
- b. Oral Surgery**
- c. Optometry**
- d. Laboratory**
- e. Radiology (specify mobile or fixed equipment)**
- f. Fluoroscopy**
- g. Mammography**
- h. Physical Therapy**
- i. Dialysis**
- j. Chronic Care Clinics (please specify which clinics and frequency)**
- k. Specialty Clinics (please specify which clinics and frequency)**
- l. OB/Prenatal care**

Response: Dental- 24 hours per week on-site; Oral Surgery- off-site; Optometry- off-site; Laboratory- 24/7 on-site; Radiology- 2 times per week via mobile equipment; Fluoroscopy- off-site; Mammography- off-site; Physical Therapy- off-site; Dialysis- off-site; OB/Prenatal Care- off-site

Question #147: Please provide the current employees' hourly rates and/or salaries by discipline (MD, RN, LPN, etc.) at the facility. Also, please provide years of service or hire dates.

Response: See attached Current Salaries Exhibit D.

Question #148: Please provide the amounts relating to staffing withholds or performance withholds incurred by the incumbent by year for the last three years.

Response: There have been no withholds assessed.

Question #149: Please provide the DOLLARS spent on offsite services for by year for the last three years by the categories below:

- *Hospitalization*
- *Emergency room visits*
- *Specialty visits*
- *Outpatient surgeries*
- *Diagnostics*

Response: Refer to response to question #126.

Question #150: Please provide the offsite EVENTS for by year for the last three years by the categories below:

- *Hospital days*
- *Hospital admissions*
- *Emergency room visits*
- *Specialty visits*
- *Outpatient surgeries*
- *Diagnostics*

Response: See attached Health Service Reports Exhibit B

Question #151: Please provide the following by year for the last three contract years:

- a. Average monthly number of patients on HIV medications**
- b. Average monthly number of patients on psychotropic medications**
- c. Average monthly number of patients on hepatitis medications**
- d. Average monthly number of patients on blood products relating to hemophilia**
- e. HIV medications dollars**
- f. Psychotropic medications dollars**
- g. Hepatitis medications dollars**
- h. Blood products relating to hemophilia dollars**

Response: HIV: Avg. # of patients 2017-16 2018-18 2019-15
Psychotropic: See Attached Health Service Report Exhibit B
Hepatitis: No patients on hepatitis medications in the last 3 years
Hemophilia: 1 patient in 2019
See question # 126 for HIV and Psychotropic dollars
Hemophilia Dollars: 2017-0 2018-0 2019- \$32,211.00

Question #152: Will vendors be financially responsible for:

- prior to booking cases,**
- bedside bookings, or**
- pre-existing conditions?**

Response: The vendor will be responsible for inmates that are in the custody of the Galveston County Sheriff's Office. This includes inmates who were arrested by the Sheriff's Office in the field and brought to the jail or custody being transferred from one law enforcement agency to the Sheriff's Office. This includes prior to booking cases, bedside bookings, or pre-existing conditions.

Question #153: Please provide the TOTAL dollars spent on pharmacy at the facility by year for the last three years.

Response: Refer to question #126.

Question #154: Please confirm that the Vendor will be responsible for contracting with all specialty services providers for on-site and off-site services.

Response: The vendor will be responsible.

Question #155: Will the Vendor be responsible for contracting with an ambulance service, or will the vendor use a County system?

Response: The vendor will be responsible for contracting with an ambulance service.

Question #156: How many prescriptions per month on average are ordered for the inmates at the facility?

Response: The total filled prescriptions on average for 2019 was 2,275

Question #157: What percentage of your medications ordered each month is stock vs. patient specific prescriptions?

Response: 95% stock 5% patient specific.

Question #158: What are the pricing terms of your current pharmacy agreement? (i.e. average wholesale price less a discount, or acquisition cost plus a dispensing fee, etc.).

Response: Current provider has a contract with the pharmacy, proposer will be required to negotiate a contract with the pharmacy of their choice.

Question #159: Please provide three (3) years of drug utilization at the facility preferably in an electronic format.

Response: Please refer to other individual questions in regard to drug utilization asked in the Q&A.

Question #160: Of inmates receiving Hepatitis C treatment, what is the nature of the treatment?

Response: We have no inmates receiving Hepatitis C treatment.

Question #161: How are current medication orders being transcribed to pharmacy?

Response: Via EMR.

Question #162: How are medications delivered and dispensed: patient-specific or stock/pill line?

Response: Medication are administered via medication cart in the housing unit. 95% stock 5% patient specific

Question #163: Is there a self-administration or "keep-on-person" (KOP) medication system? If so, please provide a list of KOP medications approved by facility.

Response: Refer to question # 93.

Question #164: Please provide the number of prescriptions per inmate at the facility.

Response: Average of 3.7 prescriptions per inmate.

Question #165: Does your current pharmacy provider offer drug destruction for outdated/expired drugs? If so, please describe the destruction policy.

Response: Drugs are destroyed on site.

Question #166: Does your current pharmacy provider offer monthly/quarterly pharmacy consultation/inspection? If so, please describe?

Response: Yes, quarterly on-site inspections.

Question #167: Does your facility have a DEA License? If so, whose name is under licensure?

Response: No.

Question #168: Does your facility have a current state pharmacy license?

Response: No.

Question #169: Where are inmate's personal medications kept upon booking?

Response: Inmate personal medications are kept in the medical pharmacy room.

Question #170: Will proposers be required to use the current pharmacy vendor?

Response: The proposer will be required to contract with a pharmacy that meets the needs of our inmate population.

Question #171: Please provide all terms and conditions regarding purchases, returns, and management fees that will be applied regarding pharmacy vendor.

Response: The proposer will be required to contract with a pharmacy that meets the needs of our inmate population. The answer to this question would be determined between the proposer and the pharmacy the proposer contracts with.

Question #172: How many completed suicides took place at your facility in the past 2 years?

Response: None.

Question #173: How many persons on average per month have been placed on suicide precaution over the past year?

Response: 401.

Question #174: How many persons are currently receiving psychotropic medications per month?

Response: See attached Health Service Report for the last 4 years. January 2020: 213 patients.

Question #175: How many persons are currently receiving anti-psychotic medications per month?

Response: January 2020: 73

Question #176: How many persons are currently receiving mood-stabilizing medications (Lithium, Depakote, Lamictal etc.) per month?

Response: January 2020: 50.

Question #177: How many group therapy sessions are provided per week by the current vendor?

Response: None.

Question #178: How many patients were sent to the state mental hospital from your facility in the past year?

Response: Thirteen (13).

Question #179: How many patients required placement in some sort of restraint device in the past 6 months?

Response: There were 13 times a patient was placed in restraints in 2019.

Question #180: Is it the responsibility of the officers to provide direct observation and/or 15-minute checks and logs on all patients placed in suicide watch?

Response: Yes.

Question #181: How are medications currently made available to inmates on release from the correctional facilities?

Response: Refer to question #121.

Question #182: Does the County's standard operating policies provide that inmates who are receiving mental health or medical services encounter medical or mental health staff as they are released from facilities? Please describe the process.

Response: Discharge planning is completed prior to release.

Question #183: What is the percentage and number of inmates with estimated release dates? Are those inmates predominantly sentenced?

Response: We have 211 inmates that are currently sentenced.

Question #184: How many planned or predicted releases occur each day?

Response: The average number of releases that occur per day is 47.1 inmates. This is an average of release statistics from 2017, 2018 and 2019. This number reflects inmates who posted bond, transferred to another agency or court ordered/time served released. The estimated "planned/predicted" releases per day would be approximately 20 court order/time served releases.

Question #185: Please provide a description including average daily enrollment of your inmate substance abuse education, cognitive behavioral classes, and other inmate programs.

Response: **1.** Alcohol and Narcotics Anonymous program that is coordinated by the local AA organization. The average monthly attendance for these programs are 43 AA and 31 NA. **2.** GED program with an instructor that comes to prepare them to pass the GED exam once released. The numbers for this program varies due to release dates and court action but we currently have 6 inmates in attendance. **3** Veterans Peer Group which is organized by a community organization. Attendance for this program varies since it only includes veterans. The average monthly attendance for VA is 59 inmates.

Question #186: What are the data requirements upon termination of the current vendor:

- *Data to be provided and in what format,*
- *System availability during transition, and*
- *Time requirement of data availability.*

Response: Galveston County owns CorEMR and proposer will be required to utilize this system as the EMR. Galveston County owns all of the inmate health records.

Question #187: Is the current records system a combination of electronic and paper records? If so:

- *What records are electronic?*
- *What records are paper?*

Response: Most records are electronic with the exception of Segregation rounds which are completed on paper and scanned into the EMR.

Question #188: Will the existing facility network be available for EMR connectivity?

Response: Galveston County owns CorEMR and proposer will be required to utilize this system as the EMR.

Question #189: Is there wireless access available in the:

- *Pods,*
- *Clinic, or*
- *Other areas of health delivery?*

Response: Yes.

Question #190: What interfaces are currently in place, if any:

- ***JMS,***
- ***Lab,***
- ***Pharmacy, or***
- ***Other.***

Response: JMS, lab, and pharmacy are all interfaced.

Question #191: Can the EMR be installed on existing jail hardware?

Response: Galveston County owns CorEMR and proposer will be required to utilize this system as the EMR.

Question #192: Can the EMR be installed on existing jail hardware with upgrades?

Response: Galveston County owns CorEMR and proposer will be required to utilize this system as the EMR.

Question #193: Should servers be proposed as a stand-alone system?

Response: Galveston County owns CorEMR and proposer will be required to utilize this system as the EMR.

Question #194: Does the existing jail data center/computer room have space available for any or all of the above?

Response: Galveston County owns CorEMR and proposer will be required to utilize this system as the EMR.

Question #195: Will the County pay the cost of facility improvements for the EMR through:

- ***Cable and wireless connections, or***
- ***Additional power requirements for server and rack installation.***

Response: Galveston County owns CorEMR and proposer will be required to utilize this system as the EMR.

Question #196: Will the County assume the responsibility of system administration and routine maintenance of data center additions and/or upgrades?

Response: The County will maintain CorEMR.

Question #197: Will the County assume responsibility of performing routine back-ups and offsite storage of back-ups?

Response: The County will maintain CorEMR.

Question #198: How many medical malpractice and/or civil rights lawsuits have been filed against the prison's healthcare provider related to the services rendered at any of the facilities in the past five (5) years?

Response: Five (5).

Question #199: Do any of your facilities currently operate under a consent decree, have a contract monitor or similar oversight? If yes, please list which facility and describe in greater detail.

Response: We do not have a consent decree. The county employs an auditor to ensure contractual compliance with our current vendor.

As a reminder, all questions regarding this proposal must be submitted in writing to:

Rufus G. Crowder, CPPO CPPB
Galveston County Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
E-mail: purchasing.bids@co.galveston.tx.us

If you have any further questions regarding this proposal, please address them to Rufus Crowder, CPPO CPPB, Purchasing Agent, via e-mail at purchasing.bids@co.galveston.tx.us, or contact the Purchasing Department at (409) 770-5371.

Please excuse us for any inconvenience that this may have caused.

Sincerely,



Rufus G. Crowder, CPPO CPPB
Purchasing Agent
Galveston County

766 377

CM 12086
Approved CC 12/27/11
12

Term 2/1/12 - 4/30/13

Galveston County Jail Inmate Health Services Agreement

This Agreement by and between the County of Galveston ("County") and ConMed, Inc. ("ConMed") is entered into effective as of the 1st day of February, 2012. It is for the purpose of providing health care services to all inmates incarcerated in the Galveston County Jail except as otherwise specifically excluded by this Agreement. It is also for the purpose of providing limited health care services to County Corrections Staff.

Witnesseth:

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

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

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

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

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

Article I: Health Care Services.

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

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

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

- regularly scheduled sick call and nursing coverage;
- regularly scheduled physician visits on site;
- mental health services to include on-site and on-call psychiatric physician services;
- medical records management;
- pharmacy services;
- health education and training services;
- a quality assurance program;
- administrative support services; and
- such other medical, dental, and mental health care services, all as more specifically described in County's Request for Proposal Inmate Health Care Medical Services Bid #B112025, ConMed's proposal dated September 22, 2011, ConMed's Best and Final Offer dated November 16, 2011 as modified November 23, 2011 and December 1, 2011 and this Agreement. Any applicable statement contained in these documents shall be incorporated into this Agreement regardless of whether specifically restated verbatim herein and the most inclusive service will be provided unless specifically otherwise stipulated by this Agreement. But, any exception to any requirement of County's Request for Proposal Inmate Health Care Medical Services Bid #B112025 placed in ConMed's proposal dated September 22, 2011 its Best and Final Offer dated November 16, 2011 as modified November 23, 2011 and December 1, 2011 shall not become a part of this Agreement unless it is specifically stipulated as an exception herein. Also, in the event of any conflict between the terms of this Agreement and ConMed's proposal or its Best and Final Offer, the terms of this Agreement shall prevail.

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

ConMed agrees to report any suspected cases of reportable infectious diseases and/or food borne illnesses to the Local Health Authority of the Galveston County Health District and to cooperate fully with Galveston County Health District investigations into such matters.

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

1.3 Medical Specialty Services. ConMed will arrange to provide radiology services on site to the extent of the capabilities of a mobile radiology service. Other medical specialty services (e.g. laboratory services, etc.) will be provided on site to the extent reasonably possible. To the extent routine medical specialty care or services is required and cannot be rendered on site, ConMed will make appropriate off-site arrangements within Galveston County whenever reasonable for the rendering of such care. The County will provide a Sheriff's Office vehicle and driver for the transportation of such inmates requiring these routine medical specialty services.

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

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

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

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

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

1.7 Inmate Cap Reconciliations and Billings. ConMed will provide detailed monthly reporting to the County for all inmates that approach the \$100,000 per year annual limit, starting with paid and accrued claims in excess of \$75,000 per contract year. Once actual paid claims for an individual inmate exceed the \$100,000 threshold, ConMed will invoice the County on a monthly basis for all costs in excess of the \$100,000 limit. ConMed will provide whatever back-up information requested by the County that substantiates the billing. ConMed anticipates the County providing undisputed payments to ConMed for all individual undisputed inmate invoices within 30 days of the invoice date in accordance with Texas Government Code Chapter 2251, commonly known as the Texas Prompt Payment Act.

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

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

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

After an Inmate has received treatment and been stabilized at a hospital emergency center for the injury, illness or communicable disease for which he/she was previously rejected for admission to the Jail, and law enforcement personnel present evidence of

such treatment to ConMed personnel, that Inmate shall be admitted to the Jail and ConMed shall assume responsibility for treatment of said Inmate to the same degree it assumes responsibility for treatment of all other inmates.

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

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

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

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

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

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

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

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

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

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

Article II: Contract Monitoring.

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

ConMed has designated Richard W. Turner, P.H.D., Chairman and Chief Executive Officer or his/her designee or successor as the Authorized Representative of ConMed. He/she shall be given full authority to act on behalf of ConMed in all matters relating to this Agreement.

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

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

- provider of service and date of service on each inmate treated offsite, to the extent ConMed has been provided this data.

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

2.3 The County shall have the unfettered right to monitor and audit ConMed's work in every respect. In this regard, ConMed shall provide its full cooperation and insure the cooperation of its employees, agents, and independent contractors. ConMed shall also request the full cooperation of its vendors and of its service providers. Further, ConMed shall make available for inspection and/or copying when requested, original time sheets, invoices, charge slips, credentialing statements, performance evaluations, continuing education and training records, and any other non-proprietary data, records and accounts relating to ConMed's work and performance under the Agreement, subject to any restrictions of applicable law, including federal and Texas law regarding confidentiality of medical records. In the event any such material is not held by ConMed or any of its service providers in its original form, a true copy shall be provided.

Article III: Personnel.

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

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

All personnel will meet the requirements and perform the duties as described by ConMed in its proposal of September 22, 2011 and its Best and Final Offer dated November 16, 2011 as modified November 23, 2011 and December 1, 2011. The health care staff will at a minimum be at levels consistent with the staffing plan proposed by ConMed in its proposal of

September 22, 2011 as modified in its Best and Final Offer dated November 16, 2011 as modified November 23, 2011 and December 1, 2011 and as noted on Exhibit B to this Agreement, for the management and delivery of health care for Inmates of Galveston County (up to 1,200 inmates in most instances).

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

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

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

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

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

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

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

who were employed at the Jail or who were Independent Contractors immediately prior to the commencement of ConMed's services hereunder.

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

3.8 Recognizing the County's responsibility to account for, and control, all funds expended under this Agreement, and the County's responsibility to assure continuity and quality of care, ConMed shall submit for prior approval any increase in any wage rate for any employee or independent contractor greater than 2.5% on an annualized basis and any change in a fringe benefit, or the cost thereof. In the County's interest of assuring security and delivering quality care, the County shall retain the right to approve the hire, and require the termination of any ConMed employee, or Independent Contractor, performing work under this Contract. ConMed shall also not change the contents of its employee handbook without prior approval. Unless directed by the County, the staffing hours, job classifications, and duties of employees included in this proposal shall not be changed.

Article IV: Accreditation.

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

Article V: Education and Training.

5.1 Inmate and Staff Health Education. ConMed will conduct an ongoing health education program for Inmates and County Corrections Staff at the Jail toward the objective of raising the level of Inmate health and health care. This health care education program will include such programs as are specified in ConMed's proposal dated September 22,

2011 and its Best and Final Offer dated November 16, 2011 as modified November 23, 2011 and December 1, 2011.

Article VI: Reports and Records.

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

6.2 Regular Reports by ConMed to County. ConMed will provide monthly and annual reports to County's Authorized Representatives listed in Article 2.1 containing an analysis of health care services rendered hereunder. The formats and reports provided will be as mutually agreed upon. At a minimum, these mutually agreed upon monthly and annual reports will contain sufficient data and non-proprietary information, including but not limited to the data and information set forth in Article 2.2 above to enable County to prepare a request for proposal of such depth for subsequent jail health care service providers to make informed proposals.

Reports will include the following:

- The actual annual medical health care service data broken down into the following categories:

Utilization data for any offsite care (that is the type of services provided, number of cases).

Utilization data for the dental services provided.

Utilization data for the mental health services provided.

Utilization data for emergency medical services and transportation (ambulance).

Utilization data for associated with inpatient hospital stays per patient per confinement.

Utilization data for referring inmates for outpatient care per type of service.

Utilization data for physical therapy provided.

Utilization data for the total costs per case and the number of inmate cases per year for which County has paid for medical expenses in excess of \$100,000.00.

Provide utilization data for treating on-site any of County Correctional Staff that were injured on duty and where treated by the on-site medical staff. Include the number of cases treated, type of injury reported and the number of cases that were referred for offsite medical services for treatment.

Provide utilization data associated with pre-employment physicals to County Correctional Staff including TB testing, mental health screening and drug screen urinalysis.

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

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

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

6.6 ConMed Records Available to County with Limitations on Disclosure. ConMed will make available to County, at County's request, all records, documents and other papers relating to the direct delivery of health care services to Inmates hereunder; provided,

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

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

6.7 County Records Available to ConMed with Limitations on Disclosure.

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

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

Article VII: Security.

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

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

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

Article VIII: Office Space and Equipment.

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

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

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

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

Article IX: Term and Termination of Agreement.

9.1 Contract Term. This Agreement will be effective for an initial term of twenty one (21) months commencing as of 12:01 A.M. on February 1, 2012 and expiring at midnight on September 30, 2013. ConMed and County may mutually agree to renew this Agreement on the same terms and conditions for periods of one (1) year each. Each renewal is to be executed in the form of an Amendment to the Agreement extending the contract period. The County must exercise an option to renew not earlier than ninety (90) days before expiration of the contract or renewal period and not later than thirty (30) days prior to the end of the contract or renewal period. ConMed will automatically renew the Agreement (subject to Section 9.2 (e) and Section 10.2 hereof) unless ConMed provides notice of non-renewal to Galveston County at least 180 days prior to the expiration of the contract or renewal period. Any renewal may not cover more than one year, and the total period of this Agreement, including the primary term and all renewals, may not exceed a maximum combined period of four years and eight months.

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

- (a) Termination by Agreement. In the event County and ConMed mutually agree in writing, this Agreement may be terminated on terms and dates stipulated therein.
- (b) Termination for Default. In the event either party shall give notice to the other that such other party has materially defaulted in the performance of any of its obligations hereunder and such default shall not have been cured within thirty (30) days following the giving of such notice, the party giving notice shall have the right immediately to terminate this Agreement.
- (c) Termination by ConMed for Special Situations. ConMed may terminate this Agreement immediately upon the occurrence of any of the following:
 - (1) Failure of the governing body of County to authorize or appropriate funds sufficient for County to meet its obligations hereunder;
 - (2) Disavowal or repudiation of this contract by any authorized agent of County;
 - (3) Insolvency, bankruptcy, or receivership of County;

- (d) Termination by County for Special Situations. County may terminate this Agreement immediately upon occurrence of any of the following.
- (1) Failure of Appropriation. This contract is subject to the appropriation of funds by the Commissioners' Court for the current or any upcoming fiscal year. Nothing in this contract may be deemed to be binding on a future Commissioners' Court. The failure of the Commissioners' Court to appropriate monies for the County's obligations under this contract will automatically result in the termination of the contract.
 - (2) Acceptance of Gratuity. The County may terminate this contract if, after notice and hearing by the Galveston County Commissioners' Court, it is determined that a gratuity, in the form of entertainment, a gift, or otherwise, was offered or given by ConMed, or any agent or representative of ConMed, to any officer or employee of County with the intent to: (i) secure a contract; or (ii) secure favorable treatment in awarding or amending a contract or in making a determination regarding the performance of a contract. The County must give written notice to ConMed of the termination. The existence of the facts upon which Commissioners' Court makes its findings may be reviewed in any court of competent jurisdiction in Galveston County. If this contract is terminated under this Section, the County is entitled to: (i) pursue the same remedies against ConMed as it can pursue in the event of breach by ConMed; and (ii) collect exemplary damages in an amount as determined by Commissioners' Court which is not less than three nor more than ten times the amount of the gratuity offered or given to any County officer or employee. The rights and remedies of County provided in this Section are not exclusive and are in addition to any other rights and remedies provided by law.
- (e) Termination by County for Convenience. County may terminate this Agreement without cause or for convenience by giving ConMed at least one hundred twenty (120) days prior written notice.
- (f) Termination by ConMed for Convenience. ConMed may terminate this Agreement without cause or for convenience by

giving the County at least two hundred seventy (270) days prior written notice.

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

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

Article X: Compensation.

10.1 Base Compensation. County will pay ConMed the sum of Five Million, Four Hundred Eighty Nine Thousand, One Hundred Six and 60/100th Dollars (\$5,489,106.60) for the first twenty (20) months of this Agreement, payable in twenty equal monthly installments of Two Hundred Seventy Four Thousand Four Hundred Fifty-Five and 33/100th Dollars each (\$274,455.33). In addition, for the mental health services rendered by ConMed, County will notify Gulf Coast Center that Gulf Coast Center is to pay ConMed the sum of Two Hundred Eighty Three, Three Hundred Thirty-Three and 40/100th Dollars (\$283,333.40) for the first twenty months of this Agreement, payable in twenty equal monthly installments of Fourteen Thousand, One Hundred Sixty Six and 67/100th Dollars (\$14,166.67).

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

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

10.2 CPI Escalator. After the initial twenty one months of the Agreement and for each subsequent one year renewal, the compensation to be paid ConMed will be adjusted annually by an amount equal to the change in the medical care component of the Consumer Price Index for all Urban Consumers for the Southern Region but, in no event will the increase in compensation exceed a total of Two and One Half percent (2.5%) at the time of each renewal. The CPI escalator applied to the compensation under the Agreement will also be applied to the compensation for mental health services to be funded by the Gulf Coast Center. In the event the Gulf Coast Center cannot fund the applicable CPI, this Agreement will increase by the annual CPI for services under this Agreement as well as the Gulf Coast Center Agreement.

10.3 Changes in Inmate Population. During the first twenty one months, a per diem will be applied in the event of an increase in the Inmate (as defined in Article 1.1) population of 1,060 during any calendar month. If the average daily population increases beyond 1,060 during any calendar month during the first twelve months, a per diem of One Dollar Seventy One Cents (\$1.73) will be charged for each inmate beyond the 1,060 up to 1,200. After the initial twenty one months of the Agreement and for each subsequent one year renewal, the per diem rate charged for each inmate beyond the 1,060 up to 1,200 during any calendar month, will be adjusted annually by an amount equal to the change in the medical care component of the Consumer Price Index for all Urban Consumers for the Southern Region not to exceed two and one half percent (2.5%).

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

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

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

10.5 Harris County Inmates. Harris County inmates are those who have been transferred from the Harris County Jail to the Galveston County Jail pursuant to a potential agreement between the two counties. The County will ensure that appropriate processes are in place that allow clear delineation and tracking of Harris County inmates from the Galveston

County inmate population. Harris County inmates will be provided the same medical services and treatment as are provided by ConMed to Galveston County inmates.

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

Article XI: Liability and Risk Management/Performance Guaranty.

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

- (a) General liability coverage of one (\$1) million combined single limit per occurrence and three (\$3) million per aggregate.
- (b) Professional liability of one (\$1) million per occurrence and three (\$3) million per aggregate.
- (c) Automobile liability insurance shall be written to cover any automobile used by ConMed, its employees and Independent Contractors in the performance of the employee's or Independent Contractor's duties under this Agreement. Limits of liability for bodily injury and property damage shall be no less than one (\$1) million per occurrence as a combined single limit.
- (d) Independent Contractor. ConMed is to require that each and every licensed Independent Contractor hired in connection with this contract maintain Professional Liability Insurance of \$1 million per occurrence and \$3 million per aggregate. It is ConMed's responsibility to require that proof of this coverage is maintained and on file in the medical unit of the Jail for each and every licensed professional hired. The County reserves the right to review these files without prior notice.
- (e) Worker's compensation. ConMed will be required to supply the County with proof of Worker's Compensation insurance or Independent Contractors exemption covering ConMed while performing work for the County.

- (f) Insurance is to be placed with insurers having a Best rating of no less than A-. The County of Galveston shall be named as additional insured on all policies with the exception of Professional Liability and Worker's Compensation. ConMed shall furnish the County with certificates of insurance affecting coverage required by these insurance clauses no later than the date of execution of this contract. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. ConMed shall be required to maintain annual renewals for the term of this contract.
- (g) ConMed shall notify the County immediately upon any changes in the status of its insurance policies. All policies must waive any and all rights to subrogation against the County, its officials, employees and agents. ConMed shall use any proceeds under any policy of insurance to first satisfy any obligations which may arise under indemnification.
- (h) The insurance required in sections (a) (b) and (d) above shall be either (i) on an occurrence basis or (ii) on a claims made basis. If the coverage is on a claims made basis, ConMed will be required to purchase, at the termination of the Agreement, tail coverage for the County for the period of County's relationship with ConMed. Such coverage shall be in the amounts set forth in (a) (b) and (d) above.

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

County agrees to notify ConMed's Legal Department in writing within thirty (30) days after County has received notice of a claim presented by an inmate's attorney or service of a lawsuit filed against Galveston County by any inmate pertaining to the rendition of medical services of failure to render medical services to an inmate in the

Galveston County Jail. . ConMed's indemnification and defense obligations hereunder will not apply for expenses incurred or settlements offered or effected, prior to notice to ConMed. In the event ConMed provides indemnification as set forth above ConMed shall have the right to control the defense and/or settlement of the claim.

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

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

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

and if any such change in scope as described in (i) or (ii) materially affects the cost to ConMed of providing health care services or impacts the scope of services or staffing hereunder, ConMed and the County agree to meet to negotiate compensation or service requirement changes. The parties agree to meet and negotiate in good faith within thirty (30) days following the giving of notice by one party to the other party of a requested change (whether such change is anticipated or implemented). If the parties fail to reach agreement regarding compensation or service requirement changes within the foregoing thirty (30) day period, then this Agreement may be terminated by either party upon one hundred twenty (120) days prior written notice. Alternatively, ConMed may give notice of its intention not to renew this Agreement as set forth in Article 9.1 of this Agreement.

11.4 Performance Guaranty. Simultaneous with the execution of this Agreement ConMed will file with the County a performance guaranty in the amount equal to fifteen (15%) percent of the first year's program costs. The performance guaranty shall be effective for the entire term of the Agreement, including renewals. The performance guaranty may be in the form of a performance bond from a surety company authorized to do business in the State of Texas, a certified or cashier's check, or an irrevocable letter of credit, approved by and made payable to the County.

Article XII: Miscellaneous.

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

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

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

(a) County:

Hon. Mark Henry
County Judge
County Courthouse, 2nd Floor
722 Moody
Galveston, TX 77550

With a second copy to:

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

With a third copy to:

Harlan "Mark" Guidry , M.D., M.P.H.
Executive Director
Galveston County Public Health
District
9850 Emmett F. Lowry Expressway
Texas City, Texas 77590
Fax (409) 938-2243

With a fourth copy to:

Rufus Crowder, CPPB
County Purchasing Agent
Galveston County Purchasing
P.O. Box 1418
Galveston, TX 77553
Fax (409) 770-5396

(b) ConMed

Richard W. Turner, P.H.D
ConMed, Inc.
7250 Parkway Drive, Suite 400
Hanover, Maryland 21076
Fax (410) 712-4760

with a copy to:
ConMed, Inc.
Larry F. Doll

7250 Parkway Drive, Suite 400
Hanover, Maryland 21076
Fax (410) 712-4760

12.4 Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, and venue shall lie in Galveston County, Texas.

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

12.6 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

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

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

12.9 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

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

- (1) Corporate resolutions prepared by the awarded service provider and new entity ratifying acceptance of the original contract, terms, conditions and prices.
- (2) ConMed's (or new entity) Federal Identification Number (FEIN)

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

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

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

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

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

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

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

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

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

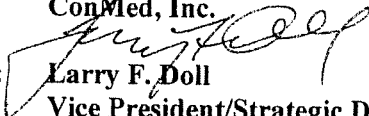
12.20 Opinion of Counsel. This Agreement is contingent upon issuance of approval by counsel for County substantially in form and content as set forth below.

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

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

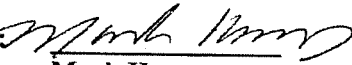
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ConMed, Inc.

By: 
Larry F. Doll
Vice President/Strategic Development


Date: 1-3-2012

County of Galveston

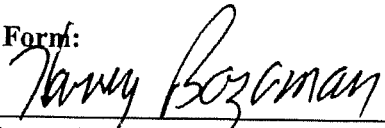
By: 
Mark Henry
County Judge

Date: 1-5-12

Attest:


Dwight D. Sullivan
County Clerk

Approved as to Form:


Harvey Bazaman, Director
Galveston County Legal Department

Depts\purch\Jail Inmate Contract 2011 Draft Three

INFIRMARY STATISTICS	
2	
6	Number of beds that the unit is licensed for
2	
7	Number of Observation Days
2	
8	Number of patient placed in an "Observation Bed" during the month
2	
9	Number of patients admitted into an infirmary bed during the month
3	
0	Total number of infirmary days for those patients noted on line 28 & 29
COMMUNITY HOSPITAL STATISTICS:	
3	
1	Number of emergency room visits during the reporting month
3	
2	Number of community hospital admissions during the reporting month
3	
3	Total number of hospital days for those patients reported in line 32

DENTAL STATISTICS:		Completed:	Pending Services:	
			Less:	Plus:
34	Total examinations at this site			
35	Total X-rays			
36	Total Extractions			
37	Total Fillings			
38	Total Cleanings			
39	Total Dentures Deliveries			
40	Total Services at this site			
LAB SERVICES:				
41	Number of Lab Studies performed On-site			
42	Number of Lab Studies sent to Off-site lab			
X-RAY SERVICES:				
43	Number of Radiology Studies performed at this site			
44	Number of Radiology Studies sent to a non-ADC facility			
PHARMACY STATISTICS:				
45	Number of patients on non-psychotropic medications			
46	Percentage of population on non-psychotropic medications			
47	Number of patients on psychotropic medications			
48	Percentage of population on psychotropic medications			
HEAT RELATED ILLNESS STATISTICS				
4				
9	Heat cramps			
5				
0	Exhaustion			
5				
1	Strokes			
6	Other heat related injuries (headaches, sunburns, heat rashes or other heat related conditions not listed in line 45, 46 or 47)			
2				
5				
3	Total heat related injuries			

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

Position	Shift	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Week Total	FTE
Medical Director	Day		8		8		8		24	0.60
Mid-level Provider (P/ANP)	Day		8	8	8	8	8		40	1.00
OB/GYN					2				2	0.05
Health Services Administrator (RN)	Day		8	8	8	8	8		40	1.00
Administrative Assistant	Day		8	8	8	8	8		40	1.00
Medical Records Clerk	Day		8	8	8	8	8		40	1.00
Medical Records Clerk	Day		8	8	8	8	8		40	1.00
Director of Nursing (RN)	Day		8	8	8	8	8		40	1.00
RN	Day	12						12	24	0.60
RN- Chronic Care	Day		8	8	8	8	8		40	1.00
LVN- Infection Control	Day		8	8	8	8	8		40	1.00
LVN	Day		8	8	8	8	8		40	1.00
LVN	Day		8	8	8	8	8		40	1.00
LVN	Day	8						8	16	0.40
LVN	Day	8						8	16	0.40
LVN	Eve		8	8	8	8	8		40	1.00
LVN	Eve		8	8	8	8	8		40	1.00
LVN	Eve	8						8	16	0.40
LVN	Eve	8						8	16	0.40
LVN	Night		8	8	8	8	8		40	1.00
LVN	Night	8						8	16	0.40
Medication Aide	Day		8	8	8	8	8		40	1.00
Medication Aide	Day	8						8	16	0.40
Medication Aide	Eve		8	8	8	8	8		40	1.00
Medication Aide	Eve	8						8	16	0.40
Medication Aide	Night		8	8	8	8	8		40	1.00
Medication Aide	Night	8						8	16	0.40
Paramedic	Day		8	8	8	8	8		40	1.00
Paramedic	Day	8						8	16	0.40
Paramedic	Eve		8	8	8	8	8		40	1.00
Paramedic	Eve	8						8	16	0.40
Paramedic	Night		8	8	8	8	8		40	1.00
Paramedic	Night	8						8	16	0.40
Paramedic- ADDED	Night	4	4	4	4	4	8	8	36	0.90
Dentist	Day			8			8		16	0.40
Dental Assistant	Day			8			8		16	0.40
Psychiatrist	Day		4	4	4	4			16	0.40
Mental Health Professional (MHP)	Day		8	8	8	8	8		40	1.00
Mental Health Professional (MHP)	Day		8	8	8	8	8		40	1.00
Total Hours		104	192	200	184	184	208	108	1190	29.75

709 220

CM14009
1st Amendment
Approved CC 9/2/14

FIRST AMENDED MEMORANDUM OF UNDERSTANDING

This First Amended Memorandum of Understanding ("Amended MOU") is by and between Galveston County, acting by and through its Commissioners Court ("County"), Boon-Chapman Benefit Administrators, Inc. ("Boon-Chapman"), and the Galveston County Juvenile Justice Department, acting by and through its Juvenile Board ("Department"). County, Boon-Chapman and Department are sometimes collectively referred to herein as the "Parties."

Recitals

Whereas Department is in need of primary care medical services for adjudicated child and adolescent offenders ("PATIENTS") requiring physician services in the Juvenile Justice Center; and

Whereas County and Boon-Chapman are parties to a Memorandum of Understanding effective October 1, 2013 under which Boon-Chapman provides health care services to inmates housed in the Galveston County Jail ("MOU"); and

Whereas Boon-Chapman is willing to provide health care services to PATIENTS housed in the Juvenile Justice Center as set out below, and

Whereas County and Boon-Chapman are willing to amend the existing MOU to allow Boon-Chapman to provide health care services to PATIENTS housed by Department,

Therefore, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

Term

This Amended MOU shall be effective from the date of termination of a Medical Services Agreement by and between Department and The University of Texas Medical Branch at Galveston, on behalf of its Department of Pediatrics which has a term of September 1, 2013

through September 30, 2014. Unless otherwise agreed to by the Parties, this Amended MOU shall terminate when the MOU terminates.

Services to be Rendered

Boon-Chapman will provide medical personnel and coverage as set out in attachment A to this Amended MOU. Boon-Chapman will provide after-hours telephone consultation services when deemed necessary by Department staff.

The services provided by Boon-Chapman shall include, but are not limited to:

- Patient examination
- Placement and program physicals both at the Department's detention center and other locations.
- Recommendations for further diagnosis and treatment.
- Referral of PATIENTS to hospitals which meet security considerations of Department.
- Appropriate documentation in each PATIENT's medical records.

Adolescents

All services shall be limited to child and adolescent offenders.

Licensure

All Boon-Chapman staff, employees and contractors providing services under this Amended MOU shall be properly licensed to provide such services during the term of this agreement. Proof of such licensure shall be provided to Department prior to commencement of services under this Amended MOU. Any changes or stipulations relating to licensure shall be reported to Department immediately.

Probation Department

- Department will provide appropriate space and reasonable supplies and equipment for medical care.
- Department will be responsible for arranging and paying for any transportation for any PATIENT who sustains a life threatening injury/illness, as determined by the physician on call, to the nearest medical facility equipped to handle the situation. All non-life threatening injury/illness, as determined by the physician on call, will be transported to an appropriate facility that meets with security considerations of Department.

Payment

During the term of this Amended MOU, Department agrees to pay Boon-Chapman as follows:

Monthly installments of THIRTEEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$13,750.00). All payments shall be made to Boon-Chapman at the following address:

P.O. Box 9201
Austin, Texas 78766

It is understood and agreed by and between Department and Boon-Chapman that Department's obligations under this Amended MOU are funded entirely in accordance with County financial provisions of Department.

Record Retention and Access

Boon-Chapman agrees to maintain and make available during business hours for inspection, audit or reproduction by any authorized representative of the Comptroller General of the United States, Department of Justice, the State of Texas, County, Department, and the Juvenile Board,

books, documents, and other evidence, hereinafter referred to as the "Books and Records", pertaining to the costs and expenses of this Amended MOU, to the extent and in such detail as will properly reflect all net costs, direct and indirect, or labor, material, equipment, supplies, services and other costs and expenses of whatever nature for which payment is claimed under provisions of this Amended MOU. If reproduction of records is necessary, it shall be done at the requesting party's reasonable expense.

Boon-Chapman agrees to maintain these Books and Records for four (4) years after final payment to Boon-Chapman under this Agreement; provided however, that if an audit is being currently performed at the conclusion of the four (4) year period, then records pertaining to the audit shall be retained until all questions arising from the records in the audit are resolved.

Privacy Provisions

Juvenile Records. Boon-Chapman has thoroughly familiarized itself with and agrees to follow all laws and regulations relating to the confidentiality of Juvenile records and the confidentiality of medical/treatment information. Department and Boon-Chapman, and the employees agree to use their best efforts to maintain the confidentiality of the Juvenile records and to not disclose the information contain therein except to the extent required under federal or state law.

Patient Records. Boon-Chapman and Department have each thoroughly familiarized themselves with and agree to follow all laws and regulations relating to the confidentiality of medical/treatment information. Department and Boon-Chapman and the employees agree to use their best efforts to maintain the confidentiality of the PATIENT records, reports, and clinical evaluations and not to disclose the information contained therein except to the extent required under federal or state law.

HIPAA. Boon-Chapman and Department agree that Boon-Chapman is a covered entity under the Health Insurance Portability and Accountability Act of 1996 (IDPAA), codified at 42 U.S.C. §§

1320d through 1320d-8. To the extent that Department comes into contact with information considered Individually Identifiable Health Information (IIHI), as defined in 42 U.S.C. § 1320d(6) and as defined in 45 C.F.R. Parts 160 and 164 (Privacy Rule), or Protected Health Information (PHI) as defined in the Privacy Rule, Department agrees to keep private and to secure any information considered IIHI or PHI in accordance with federal and state law.

- Department agrees to only use and disclose PHI as required to perform the services outlined in this Agreement, to carry out the legal responsibilities of Department, or as Required by Law; this includes but is not limited to the proper management and administration of the Department and Department may provide data aggregation services to the health care operations of Boon-Chapman.
- Department agrees to promptly notify Boon-Chapman of any use or disclosure of PHI not provided for in this Agreement of which Department becomes aware. Department will report to Boon-Chapman any security incident of which Department becomes aware in which PHI is used or disclosed for a purpose not provided for in this Agreement or for a purpose not permitted under the Privacy Rule.
- Department understands that Boon-Chapman may terminate this Agreement if Department violates a material term of this Agreement and Department's actions are not successful in remedying the breach. If termination is not feasible Boon-Chapman may report the problem to the Secretary of Health and Human Services.
- Department will ensure that any agent, including a subcontractor, to whom Department provides PHI received from, or created or received by Department on behalf of Boon-Chapman, agrees to the same restrictions and conditions that apply to Department with respect to such information. Department will ensure that any agent, including a subcontractor, to whom it provides electronic PHI agrees to implement reasonable and

appropriate safeguards to protect the confidentiality, integrity and availability of electronic PHI that Department creates, receives, maintains, or transmits on behalf of Boon-Chapman.

- To the extent Department maintains a Designated Record Set as defined in the Privacy Rule, Department agrees to follow 45 C.F.R. §§ 164.524 (Access of individuals to PHI), 164.526 (Amendment of PHI), and 164.528 (Accounting of disclosures of PHI) of the Privacy Rule.
- Department agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by Boon-Chapman available to the Secretary of Health and Human Services or the Secretary's designee for purposes of determining Boon-Chapman's compliance with the HIPAA Privacy Rule.
- After Department has completed working with or using PHI provided by Boon-Chapman, Department agrees to continue to protect the PHI from wrongful uses and disclosures. If Department destroys any PHI, Department must, upon request, provide to Boon-Chapman a record of the destruction of PHI.
- Department will use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for in this Agreement. Department will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of Boon-Chapman.
- Department may use and disclose de-identified PHI received from or created by Boon-Chapman if the use or disclosure is disclosed to Boon-Chapman, Boon-Chapman approves of the use or disclosure, and the PHI is de-identified in compliance with 45 C.F.R. § 164.514(a),(b).
- Department agrees that the use and disclosure of PHI received from or created by Boon-Chapman will be subject to the principle of minimum necessary use and disclosure.

Insurance

While this Amended MOU is in effect, Boon-Chapman will maintain professional liability insurance for the services performed under this agreement consistent with the limits of coverage required under the MOU and the ConMed contract referenced in the MOU. Boon-Chapman will also maintain workers' compensation insurance and general liability insurance providing coverage for performance of its obligations under this Amended MOU consistent with the types of coverage and limits of coverage specified in the MOU and the ConMed contract referenced in the MOU.

Indemnity

Boon-Chapman agrees to hold the Juvenile Board and Department, their officers, employees, and agents harmless from and indemnify each of them against any and all claims, actions, suits, proceedings, judgments, and liabilities excluding attorneys' fees for personal injury, death, or property damage resulting from the acts or omissions of Boon-Chapman or acts or omissions of others (with the exception of PATIENTS) under Boon-Chapman's supervision or control.

Nondiscrimination

In the performance of this Agreement, there will be no discrimination against any person or persons on account of race, color, sex, sexual orientation, religion, age, disability, national origin, or veteran status and both Parties agree to comply with all applicable requirements of the Civil Rights

Act of 1964, as amended, Executive Order 11246, the Vietnam Era Veterans Readjustment Act of 1974, the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 and all federal rules and regulations, state laws and executive orders as applicable.

General Provisions

Notice. Any notice required or permitted between the Parties under this Amended MOU must be in writing and shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by facsimile as follows:

TO DEPARTMENT AT:

Brent Norris, Director
Galveston County Juvenile Justice Department
6101 Attwater
Dickinson, Texas 77539
Fax: (409) 770-5978

TO BOON-CHAPMAN AT:

Steve Gauen
24 Waterway Avenue, Suite 650
The Woodlands, Texas 77380
Fax: (512) 233-7008
steveg@boonchapman.com

Governing Law and Venue

In any action under this Amended MOU, the Laws of the State of Texas shall apply and the exclusive forum and venue shall be the courts sitting in Galveston County, Texas.

Independent Contractor

It is understood and agreed between the Parties that an independent contractor relationship is created by this Amended MOU. Neither Boon-Chapman nor its employees are to be considered an agent or employee of either Department or the Juvenile Board. Neither Boon-Chapman nor its employees are entitled to any of the benefits that Department provides for its employees and neither Department or the Juvenile Board assume liability to any third party for any actions, inactions or deeds taken by Boon-chapman, its deputies, agents or employees in the performance of this Amended MOU.

Entirety of Agreement

The agreement between the Parties consists of this Amended MOU, the MOU and the ConMed contract referenced in the MOU. To the extent of any conflict, the terms of this Amended MOU shall control.

Force Majeure

Neither Boon-Chapman nor Department shall be required to perform any term, condition, or covenant of this Agreement so long as such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, and any other cause not reasonably within the control of Boon-Chapman or Department and which by the exercise of due diligence Boon-Chapman or Department is unable, wholly or in part, to prevent or overcome.

This Amended MOU is hereby EXECUTED, in multiple counterparts, each of which shall be deemed to be an original, to be effective as of the date specified above.

[signature page follows]

GALVESTON COUNTY

GALVESTON COUNTY JUVENILE
JUSTICE DEPARTMENT

Mark A. Henry
Mark A. Henry, County Judge

Kerri Foley
Name: *Kerri Foley*

ATTEST:

Title: *Chair, Galveston County*
September 5, 2014 *Juvenile*
Date: *September 5, 2014* *Board*

Dwight Sullivan, County Clerk
By *Mae Ross* Deputy
Mae Ross
Date: *9/2/14*

BOON-CHAPMAN BENEFIT ADMINISTRATORS, INC.

Name: *Stephen E. Gann*

Title: *PRESIDENT-HOUSTON*

Date: *9-16-2014*

Attachment A

Juvenile Detention Center – Galveston County Staffing Matrix

Position	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
LVN	7 am – 3 pm	7 am – 3 pm	7 am – 3 pm	7 am – 3 pm	7 am – 3 pm		
Medication Aide	5 pm – 9 pm	5 pm – 9 pm	5 pm – 9 pm	5 pm – 9 pm	5 pm – 9 pm		
LVN						9 am – 1 pm	9 am – 1 pm
Medication Aide						5 pm – 9 pm	5 pm – 9 pm
MD	7 am – 11 am						
PA/NP				5 pm – 7 pm			

709220

CM14009
Term 10/1/13 - 1/31/14
Approved CC

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is by and between Galveston County, acting by and through its Commissioners' Court and Boon-Chapman Benefit Administrators, Inc. (Boon-Chapman). The purpose of this MOU is to define the relationship and responsibilities between the parties for the provision of health care services to inmates in the Galveston County Jail for the time period from 12:01 a.m., Central Daylight Time on October 1, 2013 through the mobilization of the vendor for inmate health care services following the selection of a successful vendor and the negotiation, execution, and approval of the contract resulting from the Request for Proposal numbered **RFP #B112025** issued by the Galveston County Purchasing Agent.

The responsibilities of the parties under this MOU shall be defined by the Inmate Health Services Agreement by and between Galveston County and ConMed, Inc., recorded in the records of the Galveston County Clerk on December 27, 2011 (the "ConMed Contract"). Except as expressly stated in this MOU, Boon-Chapman's duties and obligations and scope of services shall be the duties and obligations and scope of services set out for ConMed in the ConMed Contract. Except as specifically stated in this MOU, Galveston County's duties and obligations are the same as the County's duties and obligations in the ConMed Contract.

Galveston County will furnish a multifunction printer that is also capable of scanning and copying documents for use by Boon-Chapman while this MOU is in effect. While this MOU is in effect, Boon-Chapman may use desktop computers and printers located at the County Jail that were previously used by ConMed. County Information Technology staff will maintain and repair the multifunction printer, the desktop computers and the printers while this MOU is in effect.

Beginning October 4, 2013 and every fourteen days following that date while this MOU is in effect, Boon-Chapman shall prepare and submit to the County an invoice for reimbursement of salary and other expenses incurred by Boon-Chapman and its subcontractors in connection with the performance of Boon-Chapman's duties and obligations under this MOU from October 1, 2013. Galveston County shall promptly pay these invoices. The terms of Article X of the ConMed Contract shall apply to the determination of the compensation to be paid monthly to Boon-Chapman under this MOU, except that any amounts received by Boon-Chapman as reimbursement for expenses during the monthly billing cycle shall be credited against the amount owed by the County. Attachment 1 to this MOU is a schedule for Boon-Chapman's invoice through January 31, 2014. If this MOU is still in effect after January 31, 2014, Boon-Chapman shall prepare and submit invoices in the manner illustrated in Attachment 1.

Following the conclusion of this MOU, the parties shall make the adjustments necessary to true up the compensation to Boon-Chapman to accurately reflect the amounts Boon-Chapman is entitled to receive and the County is obligated to pay under the MOU.

For the purposes of section 1.5 of the ConMed Contract, the first sentence of the second paragraph of that section is modified to read as follows: "County will bear the cost of such hospitalization and specialty care (except for psychiatric hospitalization which shall be the financial responsibility of the Gulf Coast Center) for all inmates."

Amounts paid by the County for such hospitalization and specialty care shall be included in the "true up" procedure described in the preceding paragraph for the purpose of reimbursing the county for these expenditures.

The County agrees that the bonding requirements contained in RFP #B112025 shall not apply to Boon-Chapman under this MOU.

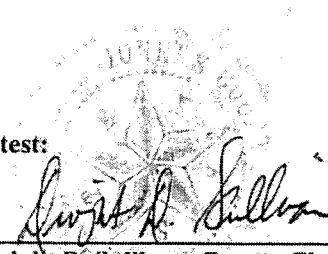
Boon-Chapman designates Stephen E. Gauen as its Authorized Representative pursuant to paragraph 2.1 of the ConMed Contract.


Boon-Chapman's notice address for the purposes of this MOU is as follows:

Physical Address:
9401 Amberglen Blvd., Bldg. 1, Suite 100
Austin, Texas 78729
(512) 233-7008 (Fax)
steveg@boonchapman.com (Email)


Mailing Address:
PO BOX 9201
Austin, Texas 78766

Attest:

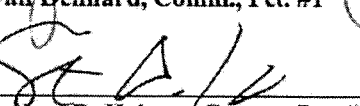




Dwight D. Sullivan, County Clerk

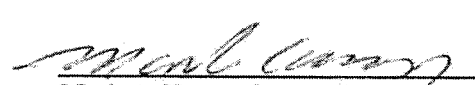


Ryan Dennard, Comm., Pct. #1




Stephen D. Holmes, Comm., Pct. #3


By: County of Galveston, Texas



Mark A. Henry, County Judge



Kevin D. O'Brien, Comm., Pct. #2



Kenneth Clark, Comm., Pct. #4

Attachment 1

- 11/5/2013 Prepare invoice for salary and expenses incurred by Boon-Chapman through 10/05
- 11/19/2013 Prepare invoice for salary and expenses incurred by Boon-Chapman through 10/19 that were not previously invoiced
- 10/31/2013 Prepare invoice for monthly charges per section 10.1 of the ConMed Contract less amounts already received by Boon-Chapman for reimbursement invoices
- 11/2/2013 Prepare invoice for salary and expenses incurred by Boon-Chapman through 11/01 that were not previously invoiced
- 11/16/2013 Prepare invoice for salary and expenses incurred by Boon-Chapman through 11/15 that were not previously invoiced
- 11/30/2013 Prepare invoice for salary and expenses incurred by Boon-Chapman through 11/29 that were not previously invoiced
- 11/30/2013 Prepare invoice for monthly charges per section 10.1 of the ConMed Contract less amounts already received by Boon-Chapman for reimbursement invoices
- 12/14/2013 Prepare invoice for salary and expenses incurred by Boon-Chapman through 12/14 that were not previously invoiced
- 12/28/2013 Prepare invoice for salary and expenses incurred by Boon-Chapman through 12/28 that were not previously invoiced
- 12/31/2013 Prepare invoice for monthly charges per section 10.1 of the ConMed Contract less amounts already received by Boon-Chapman for reimbursement invoices
- 1/11/2014 Prepare invoice for salary and expenses incurred by Boon-Chapman through 01/11 that were not previously invoiced
- 1/25/2014 Prepare invoice for salary and expenses incurred by Boon-Chapman through 01/25 that were not previously invoiced
- 1/31/2014 Prepare invoice for monthly charges per section 10.1 of the ConMed Contract less amounts already received by Boon-Chapman for reimbursement invoices

Exhibit A

Month	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Current Staffing Matrix							
NIGHT LVN/RN	12			12	12		
NIGHT LVN/RN	12			12	12		
NIGHT LVN/RN	12			12	12		
NIGHT LVN/RN		12	12			12	12
NIGHT LVN/RN		12	12			12	12
Open LVN/RN		12	12			12	12
Wound Care LVN	8	8	8	8	8		
RN Charge Nurse	12			12	12		
RN Charge Nurse		12	12			12	12
Day LVN/RN	12			12	12		
Day LVN/RN	12			12	12		
Day LVN/RN	12			12	12		
Day LVN/RN	12			12	12		
Day LVN/RN		12	12			12	12
Open LVN/RN		12	12			12	12
Open LVN/RN		12	12			12	12
Open LVN/RN		12	12			12	12
CMA	12			12	12		
CMA	12			12	12		
CMA		12	12			12	12
Open CMA		12	12			12	12
Pharmacy Coordinator/CMA	8	8	8	8	8		

N-C Night Clinic Nurse
N-B Night Booking
N-F Night Floater
D-C Day Clinic Nurse
D-T Day Triage Nurse
D-B Day Booking Nurse

Exhibit A

Month	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Current Staffing Matrix							
HSA	8	8	8	8	8		
DON	8	8	8	8	8		
AA	8	8	8	8	8		
Psychiatrist	8			8			
LMSW/LPC Days	12			12	12		
LMSW/LPC Days		12	12			12	12
MH RN	8	8	8	8	8		
CCC LVN	8	8	8	8	8		
ID LVN	8	8	8	8	8		
Phys. Assess RN	8	8	8	8	8		
Dentist	8	8	8				
Dental Assistant	8	8	8				
Medical Records	8	8	8	8	8		
Nurse Practitioner	8	8	8	8	8		
MD	8		8		8		

Exhibit B

Health Service Report/Year to Date Year: 2016 Galveston County Jail (Soluta Health)

Topic	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
MD Sick Call Visits	11	5	53	88	92	0	36	8	91	134	157	168	843
Provider Chart Reviews	40	163	71	57	81	64	63	71	210	25	284	331	1460
NP Visits	13	134	218	222	264	301	236	277	160	235	255	220	2535
Chronic Care Clinic	47	100	167	179	632	641	497	479	330	528	491	511	4602
OB/GYN Visits	8	30	13	15	11	7	18	7	7	15	7	3	141
Miscarriages	0	1	0	0	0	0	1	0	0	0	0	0	2
Deliveries	0	0	1	0	1	0	0	1	0	0	1	0	4
Nurse Triage	911	786	744	771	1137	1209	1175	1111	1112	1041	981	1248	12226
Nurse Treatments	1484	2811	2623	1725	2462	2314	2109	2165	2699	2290	3183	2913	28778
Intakes	1497	1518	1611	1495	1662	1486	1661	1348	1411	1509	1510	1459	18167
Medical Beds	124	124	124	124	124	124	124	124	124	124	124	124	1488
Segregation Visits	586	462	369	431	388	417	553	506	775	644	214	583	5928
Psych MD Visits	72	113	78	122	54	81	43	104	116	120	105	122	1130
Psych MD Chart Reviews	130	109	6	11	100	74	7	55	147	148	103	172	1062
MH Rounds, LPC	120	117	141	136	155	162	121	102	108	101	101	90	1454
MH Rounds, RN	195	201	246	221	178	153	203	190	235	231	218	237	2508
MH RN Chart Reviews	60	141	130	170	196	148	181	224	237	224	219	251	2181
Dental visits (Total)	76	61	116	76	92	67	73	81	51	97	91	71	952
Number of Fillings	16	1	2	2	5	10	11	8	5	13	6	11	90
Extractions	20	38	42	28	29	45	24	43	31	91	64	60	515
Dental X-Rays	34	55	119	67	83	44	64	52	30	84	67	55	754
Exams	64	55	115	76	92	67	73	81	46	97	91	71	928
Annual Assessments	13	11	12	12	14	3	10	9	12	7	12	12	127
14 Day Physical Assessments	301	261	238	273	329	287	276	300	267	353	322	257	3464
# of Inmates for Labs	42	96	101	186	74	67	96	118	85	136	88	61	1150
# of Lab Studies	83	198	182	211	145	97	181	230	173	292	162	109	2063
MobileX x-rays	44	40	49	44	39	44	50	52	45	52	46	45	550
# of x-ray Views	58	55	65	63	49	66	75	78	65	75	79	67	795

Exhibit B

	630	613	673	668	682	682	682	718	722	730	723	727	707	8275
# of inmates on meds														
Total Prescriptions	3898	3557	4028	3801	3748	3794	3945	3735	4053	4028	4099	4280	46966	
Inmates on Psych Meds	213	195	174	230	195	195	202	231	270	220	212	227	2564	
% of population on Psych Medication	21.82	20.33	18.27	23.9	19.63	18.5	18.08	20.88	24.19	19.16	18.19	26.08	249.03	
Inmates on HIV/ Meds	4	8	8	8	9	12	11	11	12	13	14	12	122	
TB Test Given	423	371	402	293	559	552	455	499	385	449	435	365	5188	
Positive PPD read	1	2	2	2	2	1	0	2	1	0	1	1	15	
Active TB	0	0	0	0	0	0	0	0	0	0	0	0	0	
HIV/Aids/STD test given	101	64	170	74	126	144	108	138	95	89	103	98	1310	
Positive HIV/AIDS	5	11	8	8	9	8	8	9	12	8	12	5	103	
Positive STD	3	1	4	4	1	3	6	2	0	3	3	6	36	
Positive HEP C	32	38	38	35	6	10	8	12	11	15	14	13	232	
# of Ambulance Runs	2	6	10	4	3	4	6	9	3	4	7	2	60	
# of in house Emergencies	10	10	14	8	8	4	10	17	13	12	14	6	126	
ER Visits	10	10	14	8	8	4	10	17	13	12	14	6	126	
Attempted Suicides	1	0	0	0	1	0	0	2	2	0	2	0	8	
Suicides	0	0	0	0	0	0	0	0	0	0	0	0	0	
Grievances	1	0	0	1	0	0	0	0	2	1	1	0	6	
Complaints	4	8	5	13	8	9	1	3	11	7	6	0	75	
Hospital Admissions	2	2	6	3	5	1	4	10	2	4	6	2	47	
Hospital Days	5	10	30	16	21	12	38	38	7	23	22	21	243	
Average Daily Inmate Population	976	959	952	962	993	1054	1117	1106	1116	1148	1165	1127	12675	
Deputy Physicals	7	5	3	7	5	7	6	6	3	13	4	10	76	
Officers Treated	3	3	3	5	7	10	9	9	9	7	6	6	77	
# of Deaths	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total off site visits	50	43	26	47	56	20	22	25	37	36	38	36	436	

Exhibit B

Health Service Report/Year to Date
 Year: 2017
 Galveston County Jail (Soluta Health)

Topic	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
MD Sick Call Visits	175	145	179	174	137	201	172	136	161	190	205	169
Provider Chart Reviews	316	324	356	297	287	342	322	313	273	298	322	302
NP Visits	251	208	311	278	229	219	253	290	311	285	236	264
Chronic Care Clinic	392	242	344	289	181	351	264	274	173	168	152	179
OB/GYN Visits	5	8	10	8	17	15	2	23	12	15	4	17
Miscarriages	0	0	1	0	1	0	0	0	0	0	0	0
Deliveries	0	0	1	4	0	1	0	2	0	0	1	1
Nurse Triage	1378	1358	1380	1266	1120	991	948	1107	1042	1189	1067	1039
Nurse Treatments	2989	2031	2648	2696	3061	3630	3811	2929	2504	2901	3019	3146
Intakes	1435	1612	1566	1522	1555	1570	1435	1290	1345	1248	1221	1229
Medical Beds	124	124	124	124	124	124	124	124	124	124	124	124
Segregation Visits	903	670	784	620	696	772	643	810	885	772	872	787
Psych MD Visits	123	94	134	125	116	113	133	115	109	140	125	114
Psych MD Chart Reviews	137	143	186	151	186	204	246	173	200	237	168	187
MH Rounds, LPC	242	244	376	346	316	389	237	421	383	367	352	263
MH Rounds, RN	222	238	268	224	260	189	197	204	190	175	146	179
MH RN Chart Reviews	293	238	289	253	259	245	311	363	333	261	122	187
Dental visits (Total)	86	54	63	69	96	135	84	36	45	98	111	88
Number of Fillings	8	10	10	17	5	15	4	1	3	7	5	5
Extractions	63	60	71	46	0	0	0	7	39	111	62	75
Dental X-Rays	80	50	62	57	0	0	0	33	70	185	112	170
Exams	86	54	63	69	96	128	84	36	45	98	120	88
Annual Assessments	14	13	11	12	15	10	18	11	15	20	19	16
14 Day Physical Assessments	315	248	255	328	281	281	339	214	224	350	229	308
# of Inmates for Labs	88	102	96	81	81	97	90	112	96	104	84	119
# of Lab Studies	165	168	154	162	214	218	204	275	218	244	175	255
MobileX rays	51	54	77	48	34	49	88	50	67	70	61	58
# of x-ray Views	77	80	129	70	98	71	145	79	107	109	97	94
# of Inmates on meds	789	733	760	703	717	780	747	745	622	818	726	722

Exhibit B

TOTAL	2044
	3752
	3135
	3009
	136
	2
	10
	13885
	35365
	17028
	1488
	9214
	1441
	2218
	3936
	2492
	3154
	965
	90
	534
	819
	967
	174
	3372
	1150
	2452
	707
	1156
	8862

Exhibit B

Total Prescriptions	4188	4052	4464	4147	4404	4273	4485	4400	4177	4757	4299	4126
Inmates on Psych Meds	223	218	245	209	238	246	228	230	198	238	195	204
% of population on Psych Medication	20%	20%	23%	20%	22%	22%	20%	10%	18%	21%	17%	18%
Inmates on HIV Meds	20	18	17	14	20	24	22	15	15	21	22	16
TB Test Given	400	406	440	412	380	623	409	406	338	401	354	311
Positive PPD read	3	2	3	0	0	0	3	2	3	3	2	1
Active TB	0	0	0	0	0	0	0	0	0	0	0	0
HIV/Aids/STD test given	104	136	72	45	27	58	81	37	69	107	77	71
Positive HIV/AIDS	10	12	11	0	0	8	13	6	4	8	2	1
Positive STD	5	5	5	1	3	2	5	2	3	3	5	5
Positive HEP C	17	11	14	19	14	21	18	18	10	5	7	4
# of Ambulance Runs	10	5	6	5	3	2	2	5	1	2	3	3
# of in house Emergencies	15	18	10	9	6	4	9	12	4	7	9	11
ER Visits	15	18	10	9	6	4	9	12	4	7	9	11
Attempted Suicides	1	0	0	0	0	0	0	1	0	1	1	2
Suicides	0	0	0	0	0	0	0	0	0	0	0	0
Grievances	0	0	2	0	0	0	2	2	3	1	0	1
Complaints	0	7	22	5	2	3	13	5	22	11	16	12
Hospital Admissions	10	9	5	3	4	3	5	6	1	3	5	7
Hospital Days	26	29	18	7	17	37	16	16	1	17	46	46
Average Daily Inmate Population	1124	1089	1078	1089	1091	1140	1151	1158	1150	1157	1140	1143
Deputy Physicals	9	6	4	1	4	7	16	1	0	7	11	9
Officers Treated	13	9	9	2	4	6	5	13	4	7	3	4
# of Deaths	0	0	0	0	0	0	0	0	0	0	1	1
Total off site visits	31	19	33	34	31	46	43	27	29	29	28	32

Exhibit B

51772
2672
2.31
224
4880
22
0
884
75
44
158
47
114
114
6
0
11
118
61
276
13510
75
79
2
382

Exhibit B

Health Service Report/Year to Date Year:
2018
Galveston County Jail (Soluta Health)

Topic	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
MD Sick Call Visits	181	155	127	146	121	163	142	142	110	138	176	153	1754
Provider Chart Reviews	306	310	354	285	286	345	373	402	377	399	355	153	3945
NP Visits	304	240	245	246	227	218	266	289	241	265	195	234	2970
Chronic Care Clinic	184	150	112	121	126	118	114	128	102	160	92	110	1517
OB/GYN Visits	7	12	7	15	25	22	29	15	18	16	13	13	192
Miscarriages	0	0	0	0	0	0	0	0	0	0	0	0	0
Deliveries	0	1	0	0	0	0	0	0	0	0	0	0	1
Nurse Triage	1114	947	1099	959	1016	1039	1169	1090	1145	1208	1108	1038	12932
Nurse Treatments	3102	2770	3826	2952	3027	3016	2866	2926	2244	2340	2486	2354	33909
Intakes	1193	1297	1553	1322	1558	1481	1386	1496	1335	1336	1301	1287	16545
Medical Beds	36	36	36	36	36	36	36	36	36	36	36	36	432
Segregation Visits	903	801	879	825	694	819	882	788	769	701	894	837	9792
Psych MD Visits	137	128	117	120	119	137	104	112	117	102	106	115	1414
Psych MD Chart Reviews	177	182	186	135	165	149	199	165	172	194	201	219	2144
MH Rounds, LPC	377	334	301	287	331	353	324	337	295	330	290	270	3829
MH Rounds, RN	211	223	247	191	256	158	258	232	174	195	211	229	2585
MH RN Chart Reviews	255	248	227	267	191	160	224	214	135	176	116	150	2363
Dental visits (Total)	97	94	88	93	99	95	107	103	88	120	88	79	1151
Number of Fillings	6	6	7	7	6	0	6	4	8	6	3	1	60
Extractions	77	75	65	65	65	64	68	75	36	70	56	58	774
Dental X-Rays	171	168	158	142	178	142	173	157	108	171	148	134	1850
Exams	97	94	88	93	99	95	107	103	88	120	88	79	1151
Annual Assessments	8	14	24	17	19	26	22	16	21	22	17	14	220
14 Day Physical Assessments	231	268	263	204	341	255	292	251	277	281	214	325	3202
# of Inmates for Labs	108	133	213	140	129	167	187	141	140	150	110	169	1787
# of Lab Studies	232	292	456	297	271	326	431	291	299	312	258	351	3816
MobileX xrays	63	59	68	52	63	72	71	69	64	70	61	77	789
# of x-ray Views	98	85	99	83	99	115	110	109	99	112	95	125	1229
# of Inmates on meds	798	732	815	769	765	768	794	787	763	820	739	755	9305
Total Prescriptions	4672	4037	4670	4293	4653	4480	4509	4661	3762	4616	4030	4193	52576

Exhibit B

Health Service Report/Year to Date Year:
 2019
 Galveston County Jail (Soluta Health)

Topic	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
MD Sick Call Visits	138	138	151	168	194	146	214	166	134	152	164	151	1916
Provider Chart Reviews	391	313	487	547	464	445	508	499	397	452	478	486	5467
NP Visits	249	200	241	255	251	256	262	293	273	295	241	253	3069
Chronic Care Clinic	130	82	126	181	93	115	115	136	110	115	162	110	1475
OB/GYN Visits	14	9	22	13	9	8	12	8	9	3	3	6	116
Miscarriages	0	1	0	0	0	0	0	0	0	0	0	0	1
Deliveries	0	1	0	0	0	0	0	1	1	0	0	0	3
Nurse Triage	919	920	885	1087	1046	1132	1330	1425	1259	1208	1195	1193	13599
Nurse Treatments	2284	2188	2425	2572	2557	2794	2982	1726	2710	2691	2538	2625	30092
Intakes	1458	1373	1571	1328	1753	1449	1784	1525	1612	1374	1472	1352	18051
Medical Beds	36	36	36	36	36	36	60	60	60	60	60	60	576
Segregation Visits	957	671	769	633	490	248	400	648	813	978	753	945	8305
Psych MD Visits	141	108	122	146	130	119	139	144	126	116	109	119	1519
Psych MD Chart Reviews	241	148	166	122	71	99	197	182	152	94	148	135	1755
MH Rounds, LPC	343	297	297	199	348	309	369	405	439	502	596	538	4345
MH Rounds, RN	244	154	248	364	313	287	307	228	232	259	211	208	3055
MH RN Chart Reviews	260	100	101	364	313	287	307	228	232	259	211	208	2870
Dental visits (Total)	81	86	87	93	83	82	107	90	78	101	90	82	1060
Number of Fillings	0	1	1	2	1	6	3	1	2	2	1	0	20
Extractions	87	80	68	66	59	63	84	60	54	32	85	62	800
Dental X-Rays	144	159	150	132	130	129	161	146	118	107	123	123	1622
Exams	81	86	87	93	83	82	107	90	78	101	90	82	1060
Annual Assessments	23	21	19	1	14	9	8	11	7	5	57	3	178
14 Day Physical Assessments	275	261	206	39	240	300	439	231	223	250	141	189	2794
# of Inmates for Labs	153	132	179	282	151	140	160	143	143	127	176	153	1939
# of Lab Studies	294	251	383	302	341	317	365	353	306	271	328	295	3806
MobileX xrays	63	59	77	80	81	56	76	62	60	80	57	73	824
# of x-ray Views	99	94	119	117	127	94	107	100	103	123	87	136	1306
# of Inmates on meds	786	738	741	833	833	767	771	774	717	800	737	825	9322
Total Prescriptions	4246	3831	4509	4832	4832	4703	5224	5084	4527	4787	4621	5023	56219

Exhibit B

Inmates on Psych Meds	254	203	232	258	258	251	253	261	213	207	207	213	2810
% of population on Psych Medication	23%	18%	22%	24%	24%	24%	24%	24%	19%	19%	19%	21%	261%
Inmates on HIV Meds	16	13	17	17	17	13	18	17	21	21	17	18	205
TB Test Given	315	216	294	272	253	271	345	312	272	241	227	281	3299
Positive PPD read	1	0	0	0	0	0	0	0	0	0	0	1	2
Active TB	0	0	0	0	0	0	0	0	0	0	0	0	0
HIV/Aids/STD test given	127	71	123	75	86	128	162	125	75	267	66	107	1412
Positive HIV/AIDS	13	8	8	13	14	12	16	20	10	15	14	12	155
Positive STD	11	9	7	8	6	11	15	9	14	6	10	39	145
Positive HEP C	16	15	15	21	20	19	23	16	19	13	11	11	199
# of Ambulance Runs	1	5	5	7	7	14	8	16	6	7	5	6	87
# of in house Emergencies	9	8	17	23	19	22	16	30	18	16	16	14	208
ER Visits	9	8	17	23	19	22	16	30	18	16	16	14	208
Attempted Suicides	0	0	0	3	1	2	1	2	0	0	2	0	11
Suicides	0	0	0	0	0	0	0	0	0	0	0	0	0
Grievances	1	1	1	0	3	1	4	2	1	0	1	0	15
Complaints	12	12	9	16	4	11	15	10	21	12	11	4	137
Hospital Admissions	6	3	5	11	8	17	6	10	4	7	2	4	83
Hospital Days	18	21	17	36	24	33	26	48	18	32	7	38	318
Average Daily Inmate Population	1075	1069	1048	1045	1040	1033	1037	1079	1080	1059	1038	1014	12617
Deputy Physicals	1	8	7	10	4	7	8	5	14	2	1	2	69
Officers Treated	7	9	6	10	11	4	10	3	17	6	12	8	103
# of Deaths	0	0	1	0	0	0	0	0	0	1	0	1	3
Total off site visits	46	41	28	42	44	78	77	58	44	44	31	27	560

Medical Equipment List

Exhibit C

	Equipment Name	Date Purchased	Condition
1.	2- Medication Carts	Property of Correct Rx	Available for purchase
2.	1- Wound Care Cart	3/2019	Good
3.	EKG Machine	Unknown	Fair
4.	Centrifuge	Property of Labcorp	Good
5.	2- Vital Sign Machines on a stick	2015	Fair
6.	9- Wheelchairs	Various dates	2-New 6-fair 1-poor
7.	Dental X-ray Progeny JB-70	2012	Good
8.	Dental Pro Cart III	5/2016	Fair
9.	Dental X-ray Developer Peri-Pro III	11/2015	Fair
10.	Autoclave Midmark M9	10/2015	Good
11.	2- hospital beds	2017	Fair
12.	1- Hospital bed air mattress	Unknown	Fair
13.	1- Hydraulic Stretcher	2019	Good
14.	1- Manual Stretcher	Unknown	Fair
15.	Pharmacy 18 Cubic Inch Refrigerator & Freezer	2014	Good
16.	2- Narcotic Lock Boxes	Unknown	Good
17.	2- oxygen concentrators	Unknown	Fair
18.	1- Portable Oxygen Concentrator	2019	Good
19.	1- IV pump	Unknown	Good
20.	6 Oxygen tank stands	Unknown	Good
21.	2- Shower Chairs	Unknown	Good
22.	1- Bedside Commode	Unknown	Good
23.	3- Walkers	Unknown	Good
24.	4- Utility Carts	Unknown	Good
25.	5- handheld otoscopes	2020	Good
26.	1- Lab Mini Refrigerator	Unknown	Good
27.	2- Exam Beds	Unknown	Good
28.	1- Wall Oscope/Ophthamoscope	Unknown	Good
29.	1- Crash Cart	Unknown	Good
30.	1- Portable Aspirator	Unknown	Good
31.	1 Nurses Station Supply Cart	Unknown	Good
32.	2-Stand Up Scales	Unknown	Good
33.	1-Blood Draw Chair	Unknown	Good
34.	4 Exam Stools	Unknown	Fair
35.	1- Exam Room Floor Lamp	Unknown	Fair
36.	1-Exam Room Ceiling Light	Unknown	Good

Medical Equipment List

Exhibit C

37.	1-Dental Ceiling Light	Unknown	Good
38.	1- Dental Exam Chair	Unknown	Good
39.	Crutches	Unknown	Fair

Current Full Time Employees Exhibit D

POSITION	START DATE	SALARY
HSA	9/2013	\$107,000 Annual
DON	9/2019	\$84,000 Annual
MD	8/2016	\$118.45 hourly
FNP	1/2016	\$162,660 Annual
PSYCHIATRIST	6/2016	\$154.50 Hourly plus \$450 monthly on call
DENTIST	8/2017	\$90.00 Hourly
ID LVN	4/2019	\$20.25 Hourly
CCC LVN	1/2015	\$23.50 Hourly
PHYSICAL ASSESSMENT RN	10/2019	\$32.00 Hourly
Day Charge RN	12/2019	\$32.00 Hourly
Day Charge RN	2/2020	\$34.00 Hourly
Night Charge RN	1/2020	\$31.00 Hourly
Wound Care LVN	1/2019	\$21.00 Hourly
Mental Health RN	3/2017	\$27.00 Hourly
Day Shift RN	1/2020	\$32.00 Hourly
Day Shift RN	1/2020	\$27.00 Hourly
Day Shift LVN	11/2019	\$22.00 Hourly
Day Shift LVN	1/2020	\$22.00 Hourly
Day Shift LVN	7/2019	\$19.50 Hourly
Night Shift LVN	9/2014	\$24.59 Hourly
Night Shift LVN	2/2016	\$24.66 Hourly
Night Shift LVN	6/2019	\$21.00 Hourly
Night Shift LVN	10/2019	\$22.00 Hourly
LMSW	4/2019	\$26.00 Hourly
LMSW	10/2019	\$26.00 Hourly
CMA/Medical Records	11/2015	\$16.81 Hourly
CMA	8/2018	\$13.50 Hourly
CMA	10/2019	\$15.75 Hourly
CMA	12/2018	\$14.00 Hourly
Medical Records	9/2014	\$16.07 Hourly
Administrative Asst.	7/2015	\$21.22 Hourly

Current PRN Employees Exhibit D

POSITION	START DATE	SALARY
RN	10/2019	\$32.00 Hourly
CMA	8/2016	\$15.30 Hourly
RN	4/2019	\$27.00 Hourly
RN	2/2016	\$26.00 Hourly
EMT	4/2016	\$14.18 Hourly
EMT	9/2014	\$18.21 Hourly
LVN	9/2018	\$22.00 Hourly
LVN	12/2018	\$22.00 Hourly
EMT	1/2017	\$15.30 Hourly
RN	9/2019	\$32.00 Hourly
LVN	9/2014	\$23.03 Hourly
CMA	2/2019	\$13.50 Hourly

Exhibit E

Month	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
RFP Staffing Matrix							
Night RN Charge	12			12	12		
Open RN Charge		12	12			12	12
NIGHT LVN/RN	12			12	12		
NIGHT LVN/RN	12			12	12		
NIGHT LVN/RN	12			12	12		
NIGHT LVN/RN		12	12			12	12
Open LVN/RN		12	12			12	12
Open LVN/RN		12	12			12	12
Wound Care LVN	8	8	8	8	8		
Day RN Charge	12			12	12		
Day RN Charge		12	12			12	12
Day LVN/RN	12			12	12		
Day LVN/RN	12			12	12		
Day LVN/RN	12			12	12		
Day LVN/RN	12			12	12		
Day LVN/RN		12	12			12	12
Open LVN/RN		12	12			12	12
Open LVN/RN		12	12			12	12
Open LVN/RN		12	12			12	12
CMA	12			12	12		
CMA	12			12	12		
CMA		12	12			12	12
CMA		12	12			12	12
CMA	8	8	8	8	8		

Exhibit E

Month	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
RFP Staffing Matrix							
HSA	8	8	8	8	8		
DON	8	8	8	8	8		
AA	8	8	8	8	8		
Psychiatrist	12			12			
LMSW/LPC Days	12			12	12		
LMSWLPC Days		12	12			12	12
LMSW/LPC Nights	12			12	12		
LMSW/LPC Nights		12	12			12	12
MH RN	8	8	8	8	8		
CCC LVN	8	8	8	8	8		
ID LVN	8	8	8	8	8		
Phys. Assess RN	8	8	8	8	8		
Dentist	8	8	8				
Dental Assistant	8	8	8				
Medical Records	8	8	8	8	8		
Medical Records	8	8	8	8	8		
Nurse Practitioner	8	8	8	8	8		
MD	8		8	8	8		

**Patient on HIV, HEP C, and Hemophilia Medications
Per Month for 2018 and 2019
Exhibit F**

	HIV		Hep C		Hemophilia	
	2018	2019	2018	2019	2018	2019
Jan	21	13	0	0	0	0
Feb	21	9	0	0	0	0
Mar	22	16	0	0	0	0
Apr	19	16	0	0	0	0
May	19	16	0	0	0	0
June	17	12	0	0	0	1
July	21	15	0	0	0	1
Aug	16	15	0	0	0	0
Sept	19	19	0	0	0	0
Oct	16	20	0	0	0	0
Nov	17	17	0	0	0	0
Dec	13	17	0	0	0	0

EXHIBIT G

Offsites	2019	2018
General Surgery	7	8
I.D. Clinic	17	7
NST	2	0
Urology	7	5
Endocrinology	4	3
ENT	4	10
G.I. Clinic	1	1
Plastic Surgery	6	7
GYN	1	2
Colon Rectal Clinic	1	0
Neurology	3	1
Cardiology	2	7
Day Surgery	1	2
Genetic Testing	2	0
Oncology	1	0
Interventional Radiology	5	0
Gastro	4	3
Endoscopy	1	0
Eco	1	1
Vascular	4	1
Thoracic	1	0
Infusion	1	0
Labor & Delivery	1	0
OB Ultrasound	17	25
Radiology	24	15
Derm	12	10
Ortho	45	45
OB visit's	35	13
Oral Surgery	29	24
Ophthalmology	12	16
PT/OT	3	7
Dialysis	1	2
Allergies	0	0
Nephrology	0	0

2017

2

12

0

6

0

3

4

14

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1

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2

0

0

3

30

10

2

30

30

5

5

3

0

2

1



THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO, CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550
(409) 770-5371

February 18, 2020

PROJECT NAME: Inmate Health Care Medical Services

SOLICITATION NO: RFP #B202004

RE: ADDENDUM #2

To All Prospective Proposers:

The following information is being provided to aid in preparation of your bid submittal(s)

Correction:

Contract #CM14009 for the Juvenile Justice Center was incorrectly included in Addendum #1 for RFP #B202004, Inmate Health Care Medical Services. The Juvenile Justice Center ***is not*** a part of this solicitation effort and should not be considered in your RFP submittals.

As a reminder, all questions regarding this proposal must be submitted in writing to:

Rufus G. Crowder, CPPO CPPB
Galveston County Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
E-mail: purchasing.bids@co.galveston.tx.us

If you have any further questions regarding this proposal, please address them to Rufus Crowder, CPPO CPPB, Purchasing Agent, via e-mail at purchasing.bids@co.galveston.tx.us, or contact the Purchasing Department at (409) 770-5371.

Please excuse us for any inconvenience that this may have caused.

Sincerely,

A handwritten signature in black ink, appearing to be "Rufus G. Crowder", written over a horizontal line.

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
Galveston County



THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO, CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550
(409) 770-5371

June 25, 2020

PROJECT NAME: Inmate Health Care Medical Services

SOLICITATION NO: B202004

RE: ADDENDUM #3

To All Prospective Proposers:

The following information is being provided to aid in preparation of your bid submittal(s)

Question #1: *Please provide a detailed breakdown of each of the 41.9 FTEs in your staffing plan. Additionally, please provide a detailed breakdown of LVN/RN staffing.*

Response: Attached is the breakdown of each of the FTE's totaling 41.09 as specified in RFP. Also, attached is the RFP staffing matrix (Day Shift and Night Shift). The references for Day or Night LVN/RN means the duty may be filled with either a LVN or a RN as scheduled.

Question #2: *Please provide the total spend for offsite costs. Additionally, please provide the total pharmacy costs for the past two years.*

Response: The total cost for offsite for the last two fiscal years are as follow:

2016-2017:	\$936,125
2017-2018:	\$1,081,462

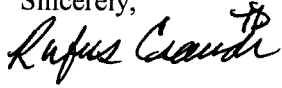
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Please excuse us for any inconvenience that this may have caused.

Sincerely,

A handwritten signature in cursive script that reads "Rufus Crowder". The signature is written in black ink and is positioned above the typed name.

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
Galveston County

Month	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
RFP Staffing Matrix							
Night RN Charge	12			12	12		
Open RN Charge		12	12			12	12
NIGHT LVN/RN	12			12	12		
NIGHT LVN/RN	12			12	12		
NIGHT LVN/RN	12			12	12		
NIGHT LVN/RN		12	12			12	12
Open LVN/RN		12	12			12	12
Open LVN/RN		12	12			12	12
Wound Care LVN	8	8	8	8	8		
Day RN Charge	12			12	12		
Day RN Charge		12	12			12	12
Day LVN/RN	12			12	12		
Day LVN/RN	12			12	12		
Day LVN/RN	12			12	12		
Day LVN/RN	12			12	12		
Day LVN/RN		12	12			12	12
Open LVN/RN		12	12			12	12
Open LVN/RN		12	12			12	12
Open LVN/RN		12	12			12	12
CMA	12			12	12		
CMA	12			12	12		
CMA		12	12			12	12
CMA		12	12			12	12
CMA	8	8	8	8	8		

N-C Night Clinic Nurse
N-B Night Booking
N-F Night Floater

D-C Day Clinic Nurse
D-T Day Triage Nurse
D-B Day Booking Nurse

Month	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
RFP Staffing Matrix							
HSA	8	8	8	8	8		
DON	8	8	8	8	8		
AA	8	8	8	8	8		
Psychiatrist	12			12			
LMSW/LPC Days	12			12	12		
LMSW/LPC Days		12	12			12	12
LMSW/LPC Nights	12			12	12		
LMSW/LPC Nights		12	12			12	12
MH RN	8	8	8	8	8		
CCCLVN	8	8	8	8	8		
ID LVN	8	8	8	8	8		
Phys. Assess RN	8	8	8	8	8		
Dentist	8	8	8				
Dental Assistant	8	8	8				
Medical Records	8	8	8	8	8		
Medical Records	8	8	8	8	8		
Nurse Practitioner	8	8	8	8	8		
MD	8		8	8	8		

**SPECIAL PROVISIONS
 INMATE HEALTH CARE MEDICAL SERVICES
 GALVESTON COUNTY, TEXAS**

- Two (2) isolation wards that are made up of female – 15 single cells and male– 20 single cells.
- This is a no movement jail which requires the medical staff to go into housing areas for triage, counseling, treatments, etc. Housing units each have a triage room or a multi-purpose room for patient confidentiality.

The contracted MD provides thirty-two (32) hours onsite evaluations and 24/7 on-call service, including state and federal holidays and during times of natural or man-made disasters. Contracted Dentist shall provide twenty-four (24) hours of dentistry onsite. The contracted Psychiatrist shall provide twenty-four (24) hours of mental health evaluations.

The service provider will be required to provide access to a mental health professional at the jail through a telemental health service 24 hours a day if on-site access is not available 24 hours a day.

Service Provider to attach a detailed staffing plan for the A.M. shift, P.M. shift and weekends.

Position	Hours	FTE
HSA	40	1
DON	40	1
RN Charge Nurses	168	4.2
AA	40	1
Medical Records x 2	80	2
Chronic Care Nurse LVN	40	1
Physical Assessment RN	40	1
Infection Control LVN	40	1
Wound Care Nurse	40	1
MD	32	0.8
Psychiatrist	24	0.6
Dentist	24	0.6
Nurse Practitioner	40	1
Mental Health Professional	168	4.2
Mental Health RN	40	1
Dental Assistant	24	0.6
LVN/RN	588	14.7
Certified Medication Aide	208	5.2

Totals 1676 41.9