



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
1<sup>st</sup> Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593  
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**Addendum to RFP**

**RFP NUMBER:** 22-039/MR

**RFP TITLE:** Inmate Health Care Services for Jefferson County Correctional Facility

**RFP DUE BY:** 11:00 am CT, Wednesday, November 30, 2022

**ADDENDUM NO.:** 2

**ISSUED (DATE):** November 18, 2022

**To RFP Respondent:** This Addendum is an integral part of the RFP package under consideration by you as a Respondent in connection with the subject matter herein identified. Jefferson County deems all sealed qualifications to have been proffered in recognition and consideration of the entire RFP Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Respondent should be evidenced by returning it (signed) as part of the Respondent's sealed RFP response submission.** If the RFP response submission has already been received by the Jefferson County Purchasing Department, Respondent should return this addendum in a separate sealed envelope, clearly marked with the RFP Title, RFP Number, and RFP Opening Date and Time, as stated above.

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**Reason for Issuance of this Addendum:**  
**1. Questions & Answers**

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**The information included herein is hereby incorporated into the documents of this present RFP matter and supersedes any conflicting documents or portion thereof previously issued.**

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**Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:**

**ATTEST:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Approved by \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature (Respondent)

\_\_\_\_\_  
Title of Person Signing Above

\_\_\_\_\_  
Typed Name of Business or Individual



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- Questions & Answers.

1. Question: RFP p. 3 (of 64), Proposal Submittal Checklist, requires a list of all legal claims, etc. for the last three years. However, p. 42 (of 71), section 6, requires a list of all litigation for the last five years. Please confirm what proposers are expected to provide.

Answer: Provide a list of all litigation for the last five years.

2. Question: RFP p. 36(of 71, section 13.i, says to “indicate...the range and scope of the responsibilities and activities of these two positions.” Which two positions is the referring to? We reviewed the staffing requirements on page 40 of 71 and 41 of 71; however, the two positions are not called out.

Answer: The two positions this section refers to are the Medical Director and Administrator.

3. Question: What is the County’s policy regarding the cost of care for pre-existing conditions?

Answer: The County does not have a policy regarding the cost of care for pre-existing conditions for inmates.

4. Question: When are PPDs (I believe this is referring to a purified protein derivative (PPD) which is a form of tuberculosis testing.) implanted-during intake or during the 14-day health assessment?

- a. Are PPDs implanted on all inmates or only as medically indicated?

Answer: All inmates 14 days after incarceration.

5. Question: Is the facility currently under a consent decree or DOJ monitoring?
  - a. If so, please provide details.

Answer: No.

6. Question: Accreditation:

- a. When was the last NCCHC and/or ACH audit?
- b. Were there any deficiencies in the last audit? Please provide details.
- c. If there were any corrective actions resulting from the audit, please provide details and indicate whether all corrective actions have been completed.

Answer:

- a. February 2021
- b. No major deficiencies.
- c. Updated Policy



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7. Question: Population:

- a. Please confirm that the ADP of 850 is to be used for staffing and pricing.
- b. Please provide a breakdown of the inmate/detainee population included in the overall population figures, as follows:
  - i. County
  - ii. State DOC
  - iii. ICE
  - iv. U.S. Marshals Service
  - v. Work Release
  - vi. Juvenile
- c. Please provide a breakdown of the inmate/detainee population included in the overall population figures, as follows:
  - i. Male
  - ii. Female
  - iii. Transgender

Answer:

- a. Yes.
- b. County: 559, State: 244, No others at this time.
- c. Male: 672, Female: 131, Transgender not tracked.

8. Question: Staffing:

- a. Is the current medical and mental health staffing plan considered adequate for the facility?
- b. Does the facility currently use 12-hour or 8-hour shifts? Other?
  - i. Is this structure working well, or is a new structure desired?
- c. Are there currently any unfilled positions (staffing vacancies)?
  - i. If so, please identify the positions(s) and length of time unfilled.
- d. Are any of the healthcare staff unionized?
  - i. If so, please provide the applicable bargaining agreements.
- e. Which discipline/credential conducts the 14-day health assessment (e.g., RN, Mid-level Practitioner, Physician)?
- f. Is nurse sic call conducted by RNs or by LPNs?
- g. What is the average length of time for the site background process to be completed for new employees?
- h. Section: Services and Administration, #20 states: "A physician will be on-call 24 hours a day, seven days a week." Will the county accept midlevel providers sharing on-call responsibilities with the physician?

Answer:



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- a. The current medical and mental health staffing plan is adequate for the current contract. The new medical and mental health staffing plan required is on pages 40 of 71 and 41 of 71 in RFP 22-039/MR
- b. The facility currently uses 8 hour shifts. You can use whatever staffing structure you desire as long as hours required for the three shifts listed on pages 40 of 71 and 41 of 71 are covered.
- c. Yes. 1 MH (6 months), 1 CMA/lab (2 months), 1 DON (6 months), 3 RN (9 months) 6 LVN (6 months)
- d. No
- e. RN
- f. Both/Either
- g. 2 days to a week
- h. Yes

9. Question: Mental Health Services:

- a. How many participants does the County expect to enroll in the Jail Competency Restoration program?
- b. With respect to Jail Competency Restoration, is there a specific housing location designated for those patients or are they to be housed throughout the facility?
- c. How many patients are currently waiting for a forensic mental health bed to establish competency to stand trial?
- d. What is the current average wait time to get patients into a state forensic hospital for competency?
- e. Will the County accept associate level licensed counselors so long as we have a robust supervision plan in place with a time limit plan for independent licensure?
- f. Will the County allow the contractor to use virtual (telehealth) mental health counselors for intake?
- g. How many inmates are currently receiving mental health services?
- h. Please provide the current mental health staffing by credential/licensure and shift.
- i. Is mental health staff coverage required for evenings and/or weekends?
  - i. If so, what hours?
- j. Is there a requirement for 24/7 staffing by Mental Health Professionals?
- k. What mental health services are currently provided on site?
- l. Are group therapy services required?
  - i. If so, what types of groups are currently provided?
  - ii. Please indicate the number of times per week each group is provide.
- m. Are discharge planning services required?
  - i. If so, please provide specific requirements.
- n. Are there service agreements related to the timing of mental health evaluations and/or response to mental health referrals?
- o. Is there a requirement for any court involvement by the mental health staff?
  - i. If so, please describe the required involvement.





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- p. Are mental health staff responsible for coordinating trial competency examinations and transfers?
- q. Are substance use treatment services offered to the inmates at the facility?
  - i. If so, is there a limit to the number of patients in the program?
- r. Is there any specialty housing available for inmates with mental health problems?
  - i. If so, please provide the number and capacity of mental health housing units.
- s. What are the number and location of suicide watch cells?
- t. What is the average number of inmates in the restricted housing unit(s) at the facility?
- u. Do mental health staff conduct rounds in the restricted housing units?
  - i. If so, how many days per week?
- v. Are any mental health services provided by a community services board (CSB) or private provider, other than those addressed in the RFP?
  - i. If so, please identify the mental health services, personnel, and hours provided by the CSB/private provider.
  - ii. Will the County continue to use a CSB/private provider of mental health services in addition to those to be provided by the new Contractor?
- w. Who is financially responsible for psychiatric emergencies and/or psychiatric hospitalizations-the County or the Contractor?
- x. Please identify the hospital used for mental health inpatient referrals.
- y. What are the requirements for mental health training for correctional/custody staff?

Answer:

- a. 1 to 5
- b. Throughout the facility
- c. 10
- d. 370 to 400 days
- e. Yes
- f. No
- g. 550
- h. This would have to be provided by the current contractor at their discretion.
- i. See the staffing requirements on pages 40 of 71 and 41 of 71 in RFP 22-039/MR
- j. Yes
- k. See RFP 22-039/MR Section 5 "Services and Administration" for the requested mental health services
- l. No
- m. Yes
- n. No
- o. Yes, as needed
- p. Yes
- q. No
- r. Refer to information provided during the walk-through
- s. Refer to information provided during the walk-through
- t. 108
- u. Yes, 7 days a week
- v. No



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- w. The contractor is responsible for all on site treatment. Off-site services are covered in the Aggregate Cap.
- x. Baptist, St. Elizabeth, The Medical Center
- y. See attached policy (Attachment B)

10. Question: Mental Health Statistics: Please provide the following information:

- a. Number of attempted suicides in the past two (2) years
- b. Number of deaths by suicide in the past two (2) years
- c. Number of episodes of suicide watch per month in the past two (2) years
- d. Number of self-injurious events in the past two (2) years
- e. Number of psychiatric hospitalizations in the past two (2) years
- f. Number of psychiatric inpatient hospital days in the past two (2) years
- g. Total cost of psychiatric inpatient hospitalizations for each of the past two (2) years
- h. Number of episodes of restraint per month in the past two (2) years
- i. Number in restrictive housing in the past two (2) years
- j. Number of forced psychotropic medication events in the past two (2) years
- k. Number of Psychiatrist visits per month
- l. Number of Mental Health Professional visits per month
- m. Number of mental health grievances per month
- n. Number of episodes of seclusions per month

Answer:

- a. 1
- b. 0
- c. 83
- d. 1
- e. 41 State Hospital Admissions
- f. 0
- g. This information would have to be provided by our current contractor at their discretion.
- h. 6 - 7
- i. See question 9r.
- j. 0
- k. 150 - 200
- l. 1,000 – 1,500
- m. 1
- n. 20

11. Question: Dialysis:

- a. During the past two (2) years, what is the average number of individuals receiving dialysis treatments on a weekly basis?
- b. How much has been spent annually on dialysis over the past two (2) years?
- c. What are the average weekly number of treatments?
- d. Will the County or Contractor be financially responsible for on-site dialysis services? If the Contractor, will these costs fall under the \$500k cap?



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- e. Are dialysis services currently provided on site or off site?
- f. Please identify the on-site and/or off-site dialysis provider.
- g. On-site dialysis requires a certain amount a space and equipment:
  - i. Does the room have approximately 200 sq ft for chairs and equipment?
  - ii. Is there a sink located in room with adequate water pressure?

Answer:

- a. 5
- b. This information would have to be provided by our current contractor at their discretion.
- c. 15
- d. The Contractor will be financially responsible for all on-site services. These costs will not fall under the \$500,000 aggregate cap.
- e. Off Site
- f. American Renal Associates Beaumont
- g. Yes

### 12. Question: On-Site Services:

- a. Are there currently any specialty clinics being conducted on site? If so please identify:
  - i. Provider name and contact information
  - ii. Frequency of clinic
- b. What telemedicine services are currently provided?
- c. Are X-ray services provided using on-site equipment or through a mobile X-ray provider?
  - i. If there is on-site X-ray equipment, is it film or digital?
- d. Are dental services provided using an on-site dental operator or through a mobile dentistry provider?
  - i. Is all dental equipment in proper operating order?
  - ii. Is the dental X-ray equipment film or digital?
  - iii. Currently, is there a dental patient backlog?
  - iv. How many off-site dental referrals have there been in the last year?
- e. Please provide a copy of the JCCF disaster plan.
- f. What are the costs of the current co-pay system?
- g. Will the County Health Department or the contracted vendor supply the TB solution for County staff PPD testing?

Answer:

- a. No
- b. None
- c. Mobile, Digital
- d. Mobile
  - i. Yes
  - ii. Film
  - iii. No
  - iv. 7
- e. See Attachment B



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- f. \$4.00 per visit, \$2.00 per prescription
- g. Yes

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

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

Answer:

- a. 4,754
- b. 5,982
- c. DM (534) Pulmonary (0) HIV (123) GI (664) HZN (2,741) Seizures (632) HEP C (145) Thyroid (31) Pregnancy (125)
- d. Not applicable
- e. 4,520
- f. 1,231
- g. Not applicable

14. Question: Off-Site Services:

- a. Please identify the local hospital(s) utilized for emergencies and inpatient stays.
- b. Please identify the local ambulance service(s) currently used.
- c. Please provide a list of currently utilized off-site specialty providers and outpatient providers.

Answer:

- a. Baptist, St. Elizabeth
- b. Acadian
- c. See Attachment C

15. Question: Off-Site Service Statistics: Please provide historical utilization statistics for the past two (2) years by facility regarding off-site 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
- e. Number of 911 transfers
- f. Number of Life Flight/helicopter transfers
- g. Number of inpatient admissions
- h. Number of inpatient days
- i. Number of hospital observations



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- j. Number of one-day surgeries
- k. Number of office specialty visits by provider type
- l. Number of off-site radiology exams by type (e.g., CT scan, MRI, etc.)

Answer:

- a. 218
- b. 48
- c. 89
- d. 638
- e. 0
- f. 0
- g. 48
- h. 200
- i. 0
- j. 12
- k. Ob/Gyn (100) Orthopedics (147) Cardiology (1) Neurology (1) Ophthalmology (4)  
Maxillofacial (12) ENT (1) Podiatry (13) Urology (3) Dialysis (349)
- l. 30

16. Question: Medication Administration:

- a. How many med passes are conducted daily? At what times?
- b. Which discipline(s) conducts med passes (e.g., CMT, LVN, RN, etc.)?
- c. How many med carts are utilized per med pass?
- d. How long does the average med pass take to complete?
- e. Does the facility currently utilize an electronic Medication Administration Record (eMAR)?
  - i. If so, please identify the eMAR software program.
- f. Is there a Keep-on-Person (KOP) program at the facility?
  - i. If so, which medications are included in the KOP program?
- g. What is the facility's policy on providing medication to inmates upon discharge?

Answer:

- a. 4 times, 7 am, 11 am, 7 pm, 2 am
- b. CMT, LVN and RN
- c. 2
- d. 2 to 2.5 hours
- e. Yes
- f. No
- g. The inmate has 3 days to call in prescription after release. If they don't have insurance, they get a 14 day supply. If they have insurance, they report to the Doctor's Office for a refill.

17. Question: Pharmacy Statistics: Please provide the following information for the past year:

- a. Average number of inmates on psychotropic medication(s) each month
- b. Average number of inmates on HIV/AIDS medication(s) each month





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- c. Average number of inmates on hepatitis medication(s) each month
- d. Average number of inmates on hemophilia medication(s) each month
- e. Average number of inmates with diabetes each month

Answer:

- a. 2,060
- b. 120
- c. 0
- d. 0
- e. 296

18. Question: Expenses: Please provide the following information for the past year:

- a. Total HIV/AIDS medication costs
  - i. Does the facility currently receive any assistance on HIV/AIDS medication costs?
  - ii. If so, please explain.

Answer: Please see Addendum 1 Question 12. We do not receive any assistance on HIV/AIDS medication costs.

19. Question: Medication-Assisted Treatment:

- i. Do you currently continue MAT (Medication Assisted Treatment) medication (e.g., methadone, buprenorphine, naltrexone/Vivitrol) when a patient entering the facility was receiving the medication in the community? Or do you require these patients to detox?
- b. If you continue MAT medication, which medication(s) do you provide?
- c. How many patients are you treating on average per month by medication?
  - i. What medication (e.g., methadone, buprenorphine, etc.) do you currently use for opioid-dependent pregnant patients?
- d. Do you currently induct new patients into MAT at the facility prior to discharge?
- e. If so, what medication(s) do you provide?
- f. How many patients are you inducting on average per month by medication?
- g. If you are not currently inducting new patients into MAT, are you interested in providing induction service going forward?
- h. Please provide the percentage of intakes who enter the facility on a verified MAT program in the community.
- i. Please provide the percentage of intakes diagnosed with opioid use disorder (OUD).
- j. Do you work with a community provider/local clinic to provide methadone?
- k. If so, please provide their name and contact information.
- l. Do you have grant funding for MAT?
- m. If so, please provide details.
- n. What is your anticipated budget for MAT?
- o. Have you considered costs other than staffing, such as medications, drug screens, labs, supplies, and additional custody staff?
- p. Do you want to establish a licensed and certified on-site opioid treatment program (OTP), which has its own associated costs?



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Answer: No

20. Question: Electronic Medical Records:

- a. Please confirm that CorEMR is the electronic medical record currently used at the JCCF.
  - i. Will the County entertain the idea of a new EMR system?
  - ii. If the County is using CorEMR, will the County or Contractor be required to host?
- b. Will the facility's IT infrastructure support EMR installation, or will additional cabling and drops be required?
- c. What is the County's expectation for a "go live" date for the EMR system?
- d. Who will be responsible for additional cables/drops, if required—the County or the Contractor?
- e. Will internet connectivity be available to the Contractor?
- f. Does the facility currently have wireless capability?
- g. Will the County require the EMR system to provide any of the following interfaces?
  - i. JMS
  - ii. Lab
  - iii. Pharmacy
  - iv. Electronic prescription interface
  - v. Health Information Exchange
  - vi. Other

Answer:

- a. Please see Addendum 1 Question 6.
- b. Contractor will be required to provide structured cabling.
- c. ?
- d. The contractor.
- e. Contractor will be required to provide own ISP
- f. No County issued wireless is available.
- g. Yes

21. Question: Information Technology:

- a. Will direct access to the Jail Management System (JMS) be available on the clinical computers?
  - i. If so, what are the requirements (installation, network, accounts)?
- b. Does the County or current Contractor provide any wireless connectivity/access to medical?
  - i. If so, what locations are in scope?
- c. Who will be responsible for providing internet connectivity—the County or the Contractor?
  - i. If the County, what internet circuits will be available to the Contractor?
    1. Dedicated circuit? Or delivered through County's network?
    2. Bandwidth:



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- ii. If the Contractor, are there any preferred/existing vendors that can be leveraged to provide this service?
- d. Who will be responsible for providing network infrastructure (switches and firewall—the County or the Contractor?
  - i. If the Contractor, does the current Contractor provide network infrastructure?
- e. If structured cabling is required, who is financially responsible—the County or the Contractor?
- f. Who is responsible for providing PC hardware and peripherals—the County or the Contractor? (If a mixed responsibility, please explain.)
- g. Who is responsible for providing copiers—the County or the Contractor?
  - i. If the County, what is the model number of the current copier?
- h. Does the current Contractor provide time clocks?
- i. Are the clinical computers currently managed on the County's Windows domain, the Contractor's Windows domain, or in a Windows workgroup (unmanaged)?

Answer:

- a. Yes. Our MIS Department will set up new users.
- b. No County issued wireless is available in neither the medical area nor mental health area.
- c. Contractor through AT&T or Spectrum business class.
- d. Contractor.
- e. Contractor.
- f. Contractor.
- g. Contractor.
- h. Any equipment for time keeping the current contractor uses is their equipment not the County's.
- i. Contractor is responsible for their own computers.

### 22. Question: Pricing:

- a. Does the current contract contain an aggregate capitation? If so, what amount and what falls under the cap (ex. Off-site, pharmacy, etc.)?
- b. Is there a cap on pharmaceuticals?
  - i. If yes, what is the current cap?
- c. Is any specific class of drugs excluded from the current Contractor's financial responsibility?
  - i. If yes, which are excluded?
- d. Cost Proposal Form (Section 7.1.2). This form includes lines for a year 1 base proposal and year 2 base proposal. Please confirm that these can be different amounts.
- e. Page 37 of 71 – Services and Admin., Section 14 and Cost Proposal Form, Section 7.1.1 on page 49 of 71. Section 14 indicates reconciliation will occur if ADP reaches 1000 or falls below 800; however, the Cost Proposal Form states ADP is to be based on 850 and reconciliation will occur with ADP fluctuations of 150 above or below, which would be 1000 or 700. Please confirm which is correct.
- f. If the proposed budget is based off 850 ADP and the population reaches 1050, would the reconciliation be based on the 50 ADP above 1000 or the 200 ADP above 850? Would the same approach apply to the reconciliation for an ADP below as well?



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- 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)?

Answer:

- a. Yes it is \$500,000. Please see Addendum 1 Question 22.
- b. No, that should be included in operational costs of the contractor.
- c. No.
- d. Yes.
- e. The reconciliation will occur if ADP exceeds 1000 or drops below 700 for three consecutive months.
- f. The reconciliation will be based on the 50 ADP above 1,000 and any number below 700 ADP.
- g. You can submit your proposal with the cost included and a proposal amount without the cost included for review.
- h. You can submit your proposal with the cost included and a proposal amount without the cost included for review.

23. Question: 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.

Answer: No.

24. Question: Good Faith Effort/Historically Underutilized Business (HUB):

- a. Are proposers required to subcontract with a HUB subcontractor? If so, is the current contractor meeting this requirement?
- b. Due to the nature of the services requested in the RFP, subcontracting opportunities mainly exist for off-site professional services and on-site services such as hazardous waste disposal and x-ray. It is rare to find HUBs that are providing these services. Will proposers be penalized for failing to subcontract with a HUB?

Answer:

- a. No.
- b. No.



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25. Question: What are the counties current inmate healthcare concerns? What processes could be improved?

Answer: All aspects of inmate healthcare is a concern. There are no specific improvements we are requesting.

26. Question: What service(s) are the highest off-site expense? Surgical? ER? Specialists?

Answer: ER

27. Question: What is the payor mix for inmates who may have private insurance or state funded insurance? How many uninsured, on average?

Answer: Costs for inmates incarcerated is not filed on insurance.

28. Question: Who are the current subcontractors being used by CorrHealth, on-site & off-site?

Answer: None

29. Question: Are there any partnerships currently in place with community resources for inmates once they are released?

Answer: Yes, Spindletop MHMR

30. Question: How are labs processed on-site?

Answer: They are not processed on-site.

31. Question: What were the total number of treatment days per inmate for HIV medications in the last 12 months?

Answer: See the information provided in the Historical Data on page 45 of 71 of RFP 22-039/MR

32. Question: Can we get a copy of the jails' current policy & procedures related to health services? Including Disaster plans, Emergency Plans and Emergency Response Plans?

Answer: See Attachment B

33. Question: Is there an updated proposal from CorrHealth for 2021-2022 or was it auto renewed with the terms from the previous year?

Answer: There is not an updated proposal. The contract has optional renewals in it.





**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
1<sup>st</sup> Floor, Beaumont, TX 77701

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FAX: (409) 835-8456

34. Question: How many patients are currently on the 46B (Incompetency to Stand Trial) list?

Answer: See question 9c.

35. Question: What level of charges (misdemeanor or felony) are you wanting to incorporate into your JBCT (Jail Based Competency Treatment) program?

Answer: Misdemeanor and Felony

36. Question: Do you have an Outpatient Competency Restoration program in place currently?

Answer: See Addendum 1 Question 8.

37. Question: Who completes your 16.22 monthly reporting requirement and submits to the county?

Answer: Our current contractor

38. Question: Does the local mental health authority have any role in mental health at the facility? If so, what is it?

Answer Yes, Local mental health authority.

39. Question: What is the average length of stay for inmates at JCCF?

Answer: 450 days

40. Question: Can you please provide the current staffing matrix?

Answer: See Attachment D.

41. Question? Can you please provide a list of staff vacancies?

Answer: See question 8c.

42. Question: Can you please provide a current hourly rate for medical and mental health staff by position?

Answer: See Addendum 1 Question 20.

43. Question: Can you please provide the current annual contract amount?



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Answer: See Addendum 1 Question 11.

44. Question: Can you please provide a copy of current contract with all amendments?

Answer: See Addendum 1 Attachment A for amendments to the current contract. A copy of the current contract is provided in Addendum 2 as Attachment A.

45. Question: Can you please provide a health services statistical report for the past 12 months?

Answer: Statistical data is provided in RFP 22-039/MR on page 45 of 71.

46. Question: Is the facility providing MAT services for addiction treatment? If so, what services and medications are available?

Answer: No.

47. Question: What is the current electronic health records system being used?

Answer: See Addendum 1 Question 6.

48. Question: Services and Administration. 13.K.: "In the event the Contractor fails to fill any vacant position through employment, appointment, or contracting with a qualified person on a permanent or temporary basis (including the utilization of existing staff on an overtime basis at the expense of the Contractor at a period not to exceed thirty days) the Contractor shall issue a credit consisting of 150% of the hourly salary and fringe benefits for each position vacant for an accumulated period of 30 days or more until such time as the position is filled on a permanent basis to the County."

- a. Is it the County's intent for this penalty credit to apply to actual shifts filled, or rather actual people hired into positions?
- b. Please provide clarity around the boundaries of using existing staff on an overtime basis at a period not to exceed thirty days. For instance, a nurse may desire a fourth 12 hour shift a week to bring the total hours worked to 48, eight hours being overtime. That would violate this provision.

Answer: This refers to an actual vacancy in position over 30 days. You can utilize existing staff on an overtime basis to cover the position until the vacancy is filled.

49. Question: Services and Administration. 13.L.: "If the vacancy rate for all position exceeds 10% at any time, the contractor shall credit the County for the percentage above 10% of the total on site staffing cost for the period of time the vacancy rate remains above 10%. This credit is independent of and in addition to any credit due for an individual position that has been vacant for more than 30 days."



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- a. Is it the County's intent for this penalty credit to stack with the above penalty credit referenced in section 13.K.?

Answer: Yes.

50. Question: The "Staffing Requirements" section on pages 51 and page 52 of the RFP (actual page number, not the incorrectly numbered page) requires, "The following are the minimum on site staffing required by the County." The matrix provided in the RFP is not the current coverage matrix which is being provided and supported by the incumbent and the current inmate health care provider, and this matrix (included in the RFP) is less than the matrix which is currently being supported. Please confirm if the county is requiring any, and all bidders to model and submit a proposal based on the matrix included on pages 51 and 52 of the RFP, or if the county is requiring any, and all bidders to submit a proposal based on the coverage matrix which is being supported by the incumbent and the current inmate health care provider. For the sake of utmost transparency, CorrHealth is more than willing to provide the current coverage matrix which is being supported in the Jefferson County Correctional Facility, with the expectation that it will be shared with any and all interested providers.

Answer: The matrix in RFP 22-039/MR is the matrix the County is requesting in the proposals submitted by bidders.

51. Question: Item 4 on page 44 under the "Term" section of the RFP states, "As this will be a cost-plus management fee contract, all costs incurred by the County are to be transparent." Please provide a clear and detailed definition of the county's definition of a "cost-plus management fee." What is the county's vision and plan for a "cost-plus management fee" based program? Please expound and provide as much details as possible specific to the county's expectations with a "cost-plus management fee" program.

Answer: This is the proposal cost you submit. All costs for off-site services will need to be detailed as listed in Addendum 1 Question 24.

52. Question: Under the Services and Administration section, Item 20 states that "A physician will be on call 24 hours a day, seven days a week." Please confirm if the county is requiring this "physician" to be an actual physician (MD or DO), or can this position be a mid-level practitioner designee (NP or PA) as what is currently being provided and supported by the incumbent/current inmate health provider

Answer: The "physician" is to be an actual physician (MD or DO).

53. Question: Item f. in section 2 in the "Offeror Personnel Organization" section on the actual page number 52, not the incorrectly numbered page of the RFP, cites and requires a "Utilization Manager/Case Manager/UM contractor assigned to the site." Please confirm this "Utilization Manager/Case Manager/UM Contractor position" is specific to off-site claims, utilization and case management services. This is a position which is not currently in place and supported by the



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current inmate healthcare provider, what is the county's understanding of this position? What is the county's intent and plan for this position?

Answer: This is an administrative assistant to the HSA that handles any offsite claims, verification and management of services onsite.

54. Question: Item c. under section 4.7 under the "PROPOSER'S PERSONNEL AND ORGANIZATION" section on actual page 41 of the RFP requires, "A specific description of relevant experience and skills that person has in connection with the conduct of financial advisory services that is the subject of this RFP (limit one page)" Please explain the county's intent for this requirement, and please do so with as much detail as possible. Is the county requiring and expecting "financial advisory services to the Jefferson County Correctional Facility? If not, is the resume of our Director of Finance sufficient for this requirement?

Answer: The resume of the Director of Finance is sufficient.

55. Question: Is the county requiring any, and all bidders to be experienced, and successful in providing, managing, and maintaining correctional based medical, mental/behavioral, ancillary, and community-based healthcare programs and services in the Jefferson County Correctional Facility? If so, how many years of experience is the county requiring for bidders to be experienced in successfully managing healthcare programs in detention centers throughout Texas? Is the county requiring any, and all bidders to be experienced, and successful in providing, managing, and maintaining correctional based healthcare programs and services in the county detention facilities with similar size and scope to the Jefferson County Correctional Facility?

Answer: See "Project Requirements Section 8b" on page 43 of 71 of RFP 22-039/MR.

56. Question: With the Jefferson County Correctional Facility being mandated to meet the minimum standards set forth by the Texas Commission on Jail Standards, how many years of experience complying within the TCJS's minimum standards and mandates is the county requiring of all bidders?

Answer: There is no minimum requirement in RFP 22-039/MR.

57. Question: With the Jefferson County Correctional Facility being accredited by the National Commission on Correctional Health Care (NCCHC), is the county requiring any, and all bidders to have a working knowledge and years of experience complying within the NCCHC? If so, how many years of experience is the county requiring of each bidder?

Answer: There is no minimum requirement in RFP 22-039/MR.



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58. Question: In the November 2nd pre-bid meeting, Major Guillory mentioned SMART Communications will be implementing a tablet system in the Jefferson County Correctional Facility. Please confirm that high speed Wi-Fi services will be a component of this implementation. What are the costs associated (if any) for the successful provider to implement and support tele-med/tele-psych programs and services throughout the Jefferson County Correctional Facility?

Answer: See question 21.

59. Question: Item 3.7 in the "SUBMISSION OF PROPOSAL" section on actual page 37, not the incorrectly numbered page of the RFP requires, "Each Respondent shall ensure that required parts of the RFP response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda. Respondent is responsible for submitting: One (1) original and five (5) response copies; with all copies to include a completed copy of this specifications packet, in its entirety. The County requests that response submissions NOT be bound by staples or glued spines." Proposals to the county's RFP will be robust, with no glued binding or staples allowed, what binding options is the county allowing any, and all bidders with the collection of proposals? Is spiral binding an approved method for compiling the original proposal with all five (5) copies?

Answer: Proposers can use any binding method of their choice other than glued spines and staples. Ex. 3 ring binder, spiral bound and rubber banding.



## Attachment A

### INMATE HEALTHCARE SERVICES AGREEMENT

THIS AGREEMENT between Jefferson County, Texas (hereinafter referred to as the "County"), and CorrHealth, a Corporation (hereinafter referred to as Contractor), is dated for reference purposes as of the 10th day of April, 2018 (hereinafter referred to as the "Agreement"). Services under this Agreement shall commence on April 10, 2018 and shall continue in accordance with Sections 8.1.

#### WITNESSETH:

WHEREAS, the County is charged by law with the responsibility for obtaining and providing reasonably necessary health care for inmates at the Jefferson County Correctional Facility located at 5030 Highway 69 South, Beaumont, Texas 77705. (hereinafter referred to collectively as the "Facility").

WHEREAS, the County desires to provide for health care to the inmates in the Facility in accordance with applicable law; and

WHEREAS, the County desires to enter into this Agreement with the Contractor to promote this objective; and

WHEREAS, the Contractor is in the business of providing correctional health care services and desires to provide such services for the County under the terms and conditions hereof,

NOW, THEREFORE, in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

#### ARTICLE 1: HEALTH CARE SERVICES

1.1 General Engagement. The County hereby contracts with the Contractor to provide for the delivery of medical, dental, and mental health care to individuals committed to the custody of any of the Facilities. The terms and conditions of the accepted Request for Proposal for "RFP# 17-037/YS" specific to "Inmate Healthcare Services for the Jefferson County Correctional Facility" is incorporated herein verbatim as if fully set forth. Individuals, who are unconscious, injured or seriously ill at the time of booking shall not be committed to the custody of the Facility. These individuals shall be immediately referred to a third party provider for medical attention and their admission and booking (or their return to the Facility) will be predicated on written medical clearance from the third-party provider. The Contractor will not be responsible for any cost associated with medical care that is delivered prior to an individual's being booked into the facility.

ORDER OF PRECEDENCE. The parties further agree that in the event of any conflict among the documents reference in this AGREEMENT, the order of precedence shall be as follows: 1) this AGREEMENT; 2) Exhibit A: Best and Final Offer; 3) Exhibit B: Contractor Response to Jefferson County's Formal Request for Proposal for "RFP# 17-037/YS" specific to "Inmate Healthcare Services for the Jefferson County Correctional Facility"; and 4) Exhibit C: Jefferson County's Formal Request for Proposal, RFP# 17-037/YS, including any, and all Addendums.

1.2 Scope of General Services. For the purposes of this Agreement, Contractor's responsibility for medical care commences when an individual is booked into the Facility. The Contractor shall provide health care services for all persons committed to the physical custody of the Facility and to individuals who are engaged in work release activities but who spend each night at one of the Facilities. The Contractor shall provide on a regular basis, all professional medical, dental, mental health, related health care and administrative services for the inmates. These services include intake health screenings, regularly scheduled sick call, nursing coverage, regular physicians visits on site, infirmary care, hospitalization, medical specialty services, emergency medical care, medical records management, pharmacy and pharmaceutical services, laboratory

## Attachment A

services, radiology services, auditory services, ophthalmology services, health education and training services, utilization review, a quality assurance program, administrative support services, dental services, and on-site emergency medical treatment for visitors or County personnel, all as more specifically described 1) Exhibit C) Jefferson County's Formal Request for Proposal, RFP# 17-037/YS, including addendums 1, 2) Exhibit A: Best and Final Offer; 3) Exhibit B: Contractor Response to Jefferson County's Formal Request for Proposal (RFP)# 17-037/YS. Inmates to be housed in any Jefferson County Correctional Facility shall receive an intake health screening before completion of booking process.

1.3 Exceptions to the Provision of Medical Care. The Contractor will not be responsible for providing 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 Contractor Medical Director, cause the inmate's health to deteriorate or cause definite harm to the inmate's well-being. Such decisions concerning medical care shall be consistent with applicable laws and general medical standards. The Contractor will not be responsible for providing newborn care or for abortions that are not medically indicated.

1.4 Transporting Services. Non-emergency and emergency transportation services including reasonable security will be provided and paid for by the County. The Contractor is responsible for requesting transportation in accordance with the policies and procedures regarding the transportation of inmates/ for medical reasons mutually developed by the Contractor and the County.

### ARTICLE II: PERSONNEL

2.1 Staffing. Contractor shall provide medical, mental health, dental, technical and support personnel necessary for the rendering of professional health care services to inmates at the Facility as described in Option 2 of the Best and Final Offer (BAFO). The staffing matrix set forth in Exhibit E are based on an average inmate population of 750 adult inmates housed in the Jefferson County Correctional Facility. Should the total inmate population increase to an average level of 825 or more for a period of sixty (60) days or longer, additional health care staffing beyond the positions detailed in Option 2 of the Best and Final Offer (BAFO), may be necessitated, and, Contractor reserves the right to review the staffing and contract price, and, with the County's participation and approval, which shall not be unreasonably withheld, make necessary adjustments in staffing and contract price in order to accommodate any additional staff positions which may be needed to serve the increased inmate population.

2.2 Licensure, Certification and Registration of Personnel. Contractor shall ensure that all personnel provided or made available by Contractor to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable law. Each license or certification shall be on file at a central location as mutually agreed upon. All Contractor personnel, prior to entering the Facilities, shall be required to undergo a criminal background check conducted by the County at no cost to Contractor. Contractor agrees that all of its personnel employed in the Facility will sign a Nondisclosure Agreement provided by the Contractor. This Nondisclosure Agreement will be kept in each employee's personnel file. Contractor shall monitor the license and/or certification and/or registration of each employee on a monthly basis to confirm its status and good standing. Contractor shall also require each of its employees to advise Contractor if their [employee's] license and/or certification and/or registration has been revoked, suspended, restricted, limited, or in any way impaired. Contractor shall notify Jefferson County in writing of any personnel whose license and/or certification and/or registration has been revoked, suspended, restricted, limited, or in any way impaired. Such notice shall be provided within three (3) business days of Contractor's knowledge of the change in status, but in no event no later than thirty (30) days after the status has changed.

2.3 Sheriff's Satisfaction with Health Care Personnel. If the County becomes dissatisfied with any health care personnel provided by Contractor hereunder, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from the County of the grounds for such dissatisfaction and in consideration of the reasons therefore, shall exercise its best efforts to resolve the problem. If the County is not

## Attachment A

satisfied that the problem has been solved, the County may revoke the employee's right to enter the Correctional center. If the County revokes a Contractor employee's right to enter the Correctional center, the County will provide Contractor written notice to that effect. The decision to revoke a Contractor employee's right to enter the Facility shall be at the sole discretion of the County.

2.4 Use of Inmates in the Provision of Health Care Services. Inmates shall not be employed or otherwise engaged by either Contractor or the County in the direct or indirect rendering of any health care services. Inmate workers may be used in positions not involving the rendering of health care services directly or indirectly to other individuals in the Facilities if Contractor and the County mutually agree.

2.5 Subcontracting and Delegation. In order to discharge its obligations hereunder, Contractor will engage certain health care professionals as independent contractors rather than as employees. The County may request to approve such professionals, but approval will not be unreasonably withheld. Subject to the approval described above, the County consents to such subcontracting or delegation. As the relationship between Contractor and these health care professionals will be that of independent contractor, Contractor will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. Contractor will not exercise control over the manner or means by which these independent contractors perform their professional medical duties. However, the Contractor shall exercise administrative supervision over such professionals necessary to ensure the strict fulfillment of the obligations contained in this Agreement. For each agent and subcontractor, including all Medical Professionals, Physicians, Dentists, Psychiatrist and Nurses performing duties as agents or independent contractors of Contractor under this Agreement, Contractor shall provide the County proof, prior to the effective date of this agreement, that there in effect a professional liability or medical malpractice insurance policy, as applicable coverage for each health care professional identified herein, in an amount of at least Two Million Dollars (\$2,000,000) coverage per occurrence and Four Million Dollars (\$4,000,000) aggregate. In addition, for each agent or subcontractor hired by the Contractor, the agent or subcontractor shall include Jefferson County, its officials, officers and employees as additional insureds on the certificate of insurance and shall provide the County with a copy of the certificate of Insurance within thirty (30) days of the engagement of the agent or subcontractor. If requested by the County, Contractor will provide to the County copies of subcontractor agreement providing service warranted under the Agreement.

2.6 Discrimination. During the performance of this Agreement, Contractor, their employees, agents, subcontractors, and assignees agree as follows:

1. They will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, age, Vietnam Veteran status, disability as defined in the Americans with Disabilities Act or national origin, except where age, religion, sex, disability or lack thereof or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. They will agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. In all solicitations or advertisements for employees, they will state that it is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2.7 Staffing Penalties. In the event that Contractor fails to fill any shift vacant position(s) through employment, appointment or contracting with a qualified person on a permanent or temporary basis (including the utilization of existing staff on an overtime basis at Contractor's expense) from the first day, the Contractor shall issue a credit consisting of 100% of the hourly salary for each position not covered or vacant from the first

## Attachment A

day. Both parties agree that a paid position is deemed to be a filled position. Each quarter any credited amount will be reported and payable to the County from the Contractor as a credit to the County's next monthly billing by the Contractor.

### ARTICLE III: ACCREDITATION

3.1 Obligation of Contractor. The Contractor's services shall be designed to meet the standards promulgated/developed by the National Commission on Correctional Health Care for Jails (NCCHC).

### ARTICLE IV: EDUCATION

4.1 Inmate and Staff Education. The Contractor shall conduct an ongoing health education program for inmates at the Correctional Facility with the objective of raising the level of inmate health and health care. The Contractor staff will provide relevant training to County's staff on at least a quarterly basis on topics agreed upon by both parties.

4.2 Medical Services Staff Education. The Contractor will require that its medical, professional and para-professional staff receive all necessary and requisite legal and statutorily mandated in-service, annual or proficiency training and other such professional or para-professional education and training programs needed to provide current proficiency in the professional's or para-professional's particular medical discipline or specialty.

### ARTICLE V: REPORTS AND RECORDS

5.1 Medical Records. The Contractor shall cause, require and maintain a complete and accurate medical and mental health record for each inmate who has received health care services *from* the Contractor. Inmate's medical records will be kept separate from the detention record and each medical record will be maintained in accordance with applicable laws, Texas Commission on Jail Standards, NCCHC standards and the County's policies and procedures. The medical records belong to the County, and Contractor shall be custodian of these records during the term of this Agreement, keeping the medical records separate from the inmate's confinement record. A complete legible copy of the applicable medical record shall be available, at all times, to the County and may be available to accompany each inmate who is transferred from the Facility to another location for off-site services or transferred to another institution. Medical records shall be kept confidential, subject to applicable law (including HIPAA and the State of Texas Public Information Act). The Contractor shall provide all medical records, forms, jackets, and other materials necessary to maintain the medical records. Upon the expiration or termination of this Agreement, all medical records shall be delivered to and remain with the County. However, the County shall, within the limits of applicable law, provide Contractor with reasonable ongoing access to all medical records even after the termination/expiration of this Agreement to enable Contractor to properly prepare for litigation or anticipated litigation or any other legal or regulatory action brought or threatened by third persons in connection with services rendered during the term hereof. The County, at its sole discretion, will determine how to appropriately respond to a request for medical records made as part of any "claim" as defined in paragraph 10.2 of this Agreement.

5.2 HIPAA Compliance. The Contractor shall comply with all Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements and the requirements of the State of Texas Open Records Act relating to Contractor's responsibilities under this Agreement.

5.3 Regular Reports by Contractor to the County. Upon the County's request, the Contractor shall provide to the County, on a date and in a form mutually acceptable to the Contractor and the County, monthly and annual reports relating to services rendered under this Agreement. If requested, Contractor shall submit monthly and other periodic reports to the Jefferson County's Sheriff, Detention Administration, and/or their designee concerning and reflecting on the overall health of the inmates committed to the custody of the County.



## Attachment A

Such reports shall be submitted on a regular, periodic, or as requested basis to be determined by mutual written agreement of the Contractor and the County. The Contractor will fully cooperate with the County to respond to reporting requests to support any provision or section of this Agreement, without any additional charge, fee or assessment to the County.

Reports shall also be provided daily to the Jefferson County's Sheriff, Detention Administration, and/or their designee regarding inmates in offsite, hospital care. Report shall include inmate/detainee condition and estimated duration of hospital stay and approximate date of return to Jefferson County Correctional Facility. It is requested that Contractor Staff confirm the need for continued offsite care through this daily report.

5.4 Third Party Reimbursement. The Contractor will seek information concerning health insurance which would cover services provided by Contractor from each inmate treated, as allowed by law. Payment for services will only be made by the Contractor after all third party efforts have been exhausted. A report detailing all third party reimbursement will be provided to the County on a quarterly basis.

5.5 Inmate Information. Subject to the applicable law, in order to assist Contractor in providing the best possible health care services to inmates, the County will provide the Contractor with inmate's information that the Contractor and the County mutually identify as reasonable and necessary for the Contractor to adequately perform its obligation hereunder.

5.6 Contractor Records Available to the County with Limitations on Disclosure. The Contractor shall make available to the County, at the County's request, all records, documents, and other papers relating to the direct delivery of health care services to inmates hereunder. The County understands that many of the systems, methods, procedures, written materials and other controls employed by Contractor in the performance of its obligations hereunder are proprietary in nature and will remain the property of Contractor. Information concerning such may not, at any time, be used, distributed, copied or otherwise utilized by the County, except in connection with the delivery of health care services hereunder, and as permitted or required by law, unless such disclosure is approved in advance in writing by the Contractor.

The Contractor agrees that at any time during normal business hours, and as often as County may deem necessary, Contractor shall make available to representatives of the County for examination all of its records with respect to all matters covered by the resulting contract, and will permit such representatives of the County to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by the resulting contract, all for a period of three (3) years from the date of final settlement of contract or of such other or longer period, if any, as may be required by applicable statute or other lawful requirements.

5.7 County's Records Available to Contractor with Limitations on Disclosure. During the term of this Agreement and for a reasonable time thereafter, the County will provide the Contractor, at the Contractor's request, the County's records relating to the provision of health care services to inmates as may be reasonably requested by the Contractor or as are pertinent to the investigation or defense of any claim related to Contractor's conduct. Consistent with applicable law, the County will make available to the Contractor such records as are maintained by the County, hospitals and other outside health care the Contractors involved in the care or treatment of inmates (to the extent the County has any control over those records) as Contractor may reasonably request. Any such information provided by the County to the Contractor that the County considers confidential and clearly labeled confidential and clearly labeled confidential shall be kept confidential by the Contractor and shall not, except as may be required by law, be distributed to any third party without the prior written approval of the County.

## ARTICLE VI: SECURITY



## Attachment A

6.1 General. The Contractor and the County understand that adequate security services are necessary for the safety of the agents, employees and subcontractors of the Contractor as well as for the security of inmates and the County's staff, consistent with the correctional setting. The County will use reasonable efforts to provide sufficient security to enable the Contractor, and its personnel, to safely and adequately provide the health care services described in this Agreement. Contractor, its staff and personnel, understand that working in the Jefferson County Correctional Facility involves inherent dangers. Contractor, its staff and personnel further understand that the County cannot guarantee anyone's safety in such a facility and nothing herein shall be construed to make the County or its employees a guarantor of the safety of the Contractor employees, agents or subcontractors, including their employees.

In the event that any recommendation by the Contractor for particular health services for any inmate or transfers to a medical facility should not be implemented and carried out for security reasons, the Contractor will be released from professional liability for any damages resulting from any such decision on the part of the County not to respond or to institute a requested transfer of any inmate.

6.2 Loss of Equipment and Supplies. The County shall not be liable for the loss of, or damage to, equipment and supplies of Contractor, its agents, employees or subcontractors unless such loss or damage was caused by the negligence of the County or its employees.

6.3 Security During Transportation Off-site. The County will provide security as necessary and appropriate in connection with the transportation of any inmate between the Facility and any other location for off-site services as contemplated herein.

### ARTICLE VII: OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES

7.1 General. The County agrees to provide Contractor with office space, facilities, equipment (See Exhibit D), and utilities sufficient to enable Contractor to perform its obligations hereunder. The Contractor will supply and be responsible for payment of long distance access for use of its personnel. The Contractor shall provide all necessary office supplies and medical supplies. The County shall be responsible for providing substitute space should the designated medical facility become unsafe for any reason.

7.2 Delivery of Possession. The County will provide to the Contractor, beginning on the date of commencement of this Agreement, possession and control of all medical and office equipment and supplies, which are the County's property, in place at the Correctional centers' health care units. At the termination of this or any subsequent Agreement, Contractor will return to the County possession and control of all supplies, medical and office equipment, in working order, reasonable wear and tear excepted, which were in place at any of the Correctional centers' health care units prior to the commencement of services under this Agreement and/or purchased by the Contractor or the County during the term of this agreement.

7.3 Equipment. The Contractor will provide all medical equipment required for the efficient operation of the health care facilities except for equipment and materials stated as County furnished property.

7.4 General Maintenance Services. The County will provide the same range of services and facilities for those inmates that are confined to reside in a health clinical area for the purpose of receiving medical services, to include, but not be limited to, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.

7.5 Supplies. The Contractor warrants and represents that the quality and quantity of supplies on hand during this Agreement will be sufficient to enable Contractor to perform its obligations hereunder.

### ARTICLE VIII: TERM AND TERMINATION OF AGREEMENT

## Attachment A

8.1 Term. This Agreement will be effective at 12:01 a.m. on April 10th, 2018. The term of this Agreement shall be through April 8, 2020 (24-months). Thereafter, based upon fiscal funding appropriation this Agreement may be renewed for three (3) additional one (1) year renewals terms if agreed to in writing by both parties before the expiration of the then current term. At the expiration of the initial term the parties may, at their independent discretion, agree to extend the contract for additional one (1) year terms.

8.2 Termination. This Agreement may be terminated as otherwise provided in this Agreement or as follows:

(a) Termination by Agreement. In the event that the parties mutually agree in writing, this Agreement may be terminated on the terms and date stipulated therein.

(b) Termination by Cancellation. This Agreement may be cancelled without cause by the County or Contractor upon thirty (30) days prior written notice; however, The notice must state the reasons for the termination.

(c) Termination for Default. In the event either party shall give detailed notice to the other that such party has materially defaulted in the performance of any of its material obligations hereunder and such default shall not have been cured within thirty (30) days following the giving of such notice in writing, the party giving the notice shall have the right immediately to terminate this Agreement, provided, however, that the cure period shall be limited to ten (10) days if the default is failure by the County to timely make any payments due to Contractor hereunder.

(d) Annual Funding. This Agreement will terminate at the end of any annual term if the Commissioners' Court fails to authorize or appropriate funds sufficient for the County to meet its obligations hereunder.

(e) Immediate Termination by the County: The County, in its sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:

1. The insolvency, bankruptcy, or receivership of Contractor; or
2. Contractor fails to maintain insurance in accordance with the Insurance Section of this Agreement, unless such failure is due to circumstances beyond the control of Contractor.

8.3 Responsibility for Inmate Health Care. Upon the termination or expiration of this Agreement, all of Contractor's responsibility for providing health care services to all inmates, including inmates receiving health care services at sites outside the Jefferson County Correctional Facility, will terminate.

## ARTICLE IX: COMPENSATION

9.1 Base Compensation. To compensate the Contractor for the costs of transitioning personnel and services into the Jefferson County Correctional Facility, the County will pay the Contractor a one-time sum of \$53,000 by April 1<sup>st</sup>, 2018. To compensate the Contractor for the services provided to the inmates at the Jefferson County Correctional Facility, the County will pay the Contractor \$4,377,654.97 annually. The County will pay the Contractor the sum of \$84,185.67 each week for the first quarter of services (April 10<sup>th</sup>-June 30<sup>th</sup>). After the first quarter of services (April 10<sup>th</sup>-June 30<sup>th</sup>), the County will pay the Contractor the sum of \$364,804.58 each month for the remainder of the first year of service. The first weekly amount is to be paid to the Contractor on the 20<sup>th</sup> day of April, 2018 for services beginning April 10<sup>th</sup>, 2018. The County will pay the Contractor \$4,324,654.97, which is the sum of \$360,387.91 each month in subsequent years. Each monthly

## Attachment A

payment thereafter is to be paid by the County to the Contractor before, or on the last day of every month of the month of service.

9.2 Population Reconciliation. If during any average month of the Agreement the average number of adult inmates per day in such month exceeds 825 (10% above the 750 ADP), the County will pay Contractor the additional sum at a rate of \$1.23 per inmate per day as additional compensation. Conversely, if during any average month of the Agreement the average number of adult inmates per day in such month drops below 675 (10% below the 750 ADP), the Contractor will pay, or credit the County at a rate of \$1.23 per inmate per day as additional compensation. Per diem rates are intended to cover additional costs in those instances where minor, short-term increases in the inmate population result in the higher utilization of routine supplies and services. However, the per diem is not intended to provide for any additional fixed costs, such as new staffing positions, which might prove necessary if a population increase is sustained.

Contractor will invoice the County thirty (30) days prior to the month in which services are to be provided. The County agrees to pay Contractor in accordance with V.T.C.A., Government Code, Title 10, Chapter 2251. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to Contractor will be prorated accordingly for the shortened month. Any per diem charges incurred will be billed to the County the quarter following the month in which the charges were incurred. (For example, if the County incurred per diem charges in January, the first quarter charges will be reflected in the April bill from Contractor.)

Invoices will be e-mailed to:

Chief John Shauburger  
Jefferson County Correctional Facility  
5030 Highway 69 South  
Beaumont, Texas 77705  
Email address: [jshauburger@co.jefferson.tx.us](mailto:jshauburger@co.jefferson.tx.us)

All invoices will contain: 1) Jefferson County Purchase Order Number; 2) Contractor's name, address, and tax identification number; and 3) a detailed breakdown of all charges for the services provided including the applicable time frames.

9.3 Inmates from Other Jurisdictions. Medical care rendered at one of the Facilities to inmates from other jurisdictions housed in one of the Facilities pursuant to a contract between the County and such other jurisdictions will be the responsibility of Contractor and will be included in the average daily inmate population count. Contractor will arrange medical care that cannot be rendered on-site at the Correctional center to these inmates, but Contractor shall have no financial responsibility for such services.

9.4 Annual Compensation Escalator. The annual compensation Contractor is to receive pursuant to this Agreement, which includes the base compensation amount and the per diem rate described in paragraph 9.1, for subsequent years of this Agreement, including any extensions, shall include a reasonable increase at the end of each twelve-month period of the Agreement to insure the delivery of the same quality and quantity of health services.

The provider is to submit a bid that will be fixed for one (1) year. On each anniversary date of the contract, the Provider may be granted an increase or decrease in their bid, dependent upon fluctuations in the Department of Labor Consumer Price Index (CPI) for Medical Care Services, Dallas/Ft. Worth, TX. not seasonally adjusted for the preceding, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. Visit their website at [www.bls.gov/](http://www.bls.gov/). Information can be found on All Urban Consumers (current series) –multi-screen date search, Not Seasonally Adjusted, A316 Dallas-Fort Worth TX, Current, SAM Medical Care, 12 Month Percent Change.

## Attachment A

The Provider has the sole responsibility to request, in letter form, an adjusted rate and shall provide a copy of the index and other supporting documentation necessary to support the increase or decrease with the request. This request and documentation must be received at the office of the Purchasing Agent no later than ninety days (90) prior the anniversary date. To ensure timely delivery, certified mail is recommended. If the request is submitted and received within the required time frame, the adjustment will be submitted for processing. Provider will be notified in writing upon approval. For purposes of this contract, the Medical CPI shall not exceed a total increase of 3.0% each year.

The anniversary date will be April 10<sup>th</sup> of each year. The 'base' month for determining adjustments will be the sixth (6th) month prior to the anniversary date of the contract. The base month is fixed and will not be adjusted year to year. The adjustments will be based on the difference in the base month for each applicable year and will become effective on the first day of the anniversary month.

9.5 Contractor's Financial Responsibility. Contractor is responsible for the costs associated with intake health screenings, regularly scheduled sick call, nursing coverage, regular physician visits on site, infirmary care, chronic care clinics, on-site emergency medical care, medical records management, clinical labs (as that term is defined in Jefferson County's RFP# 17-037/YS), health education services, utilization review, a quality assurance program, other administrative support services, medical and office supplies, pharmacy and pharmaceutical services, EKGs, waste disposal, accreditation fees, all needed equipment to set up a dental suite, and on-site emergency medical treatment for visitors and County personnel. Contractor will also be financially responsible for costs associated with off-site treatments, hospitalization, medical specialty services (whether provided on-site or offsite), radiology services, and transportation services as cited in 9.5. Contractor is to provide services to the adult inmates in the physical custody of the County. Contractor will not be financially responsible for any person remanded to, or in the custody of, any other law enforcement officer or agency or other correctional facility of any city, county, state or federal authority. This contract specifically excludes medical care provided to inmates under the jurisdiction of Jefferson County but incarcerated in a facility owned by, operated by, and/or located in another county or state.

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

9.7 County Rebate. Should the costs associated with the provision of healthcare services listed above not exceed the "Financial Limitations Through Aggregate Cap" as specified in 9.5 for the Contract Year, Contractor shall reimburse the County at a rate of One Hundred Percent (100%) of the difference between the actual cost to Contractor for these services and the Financial Limitations Through Aggregate Cap" Amount. The rebate shall be net of any other reconciliation amounts due to Contractor under this Agreement. The rebate will be calculated three months after the end of the Contract Year to allow for processing of claims incited during the Contract Year.

9.8 Responsibility for Inmates in the Sheriff's Work Release Program. Notwithstanding any other provisions of this Agreement to the contrary, the parties agree that inmates assigned to any Work Release



## Attachment A

Program are personally responsible for the costs of any medical services rendered outside the facility without Contractor's prior authorization.

9.9 Changes. If any statute, rule or regulation is passed or any order issued or any statute, guideline or standard of care adopted or interpretation made, or additional facilities opened that materially changes the scope of services or materially increases the cost to Contractor of providing health care services hereunder, Contractor and the County agree to negotiate additional compensation to be paid by the County to Contractor as a result of such changes.

### ARTICLE X: LIABILITY AND RISK MANAGEMENT

10.1 Insurance. At all times during this Agreement, the Contractor shall maintain professional liability insurance covering Contractor, its representatives, employees, officers, agents, and subcontractors with limits of two million dollars (\$2,000,000) per occurrence, four million dollars (\$4,000,000) in the aggregate per Physician/Dentist or other Contractor, and four million dollars (\$4,000,000) annual aggregate for corporate/ancillary personnel. Physicians and Dentists provided by the Contractor will be included in the coverage or provide their own coverage with these limits. Coverage shall be maintained for an appropriate period in accordance with the Texas Statute of Limitations.

At all times during this Agreement, Contractor shall maintain commercial general liability insurance covering Contractor, its representatives, employees, officers, agents, and subcontractors with limits of two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) in the aggregate. Physicians and Dentists provided by Contractor will be included in the coverage, or provide their own coverage with these limits. Coverage shall be maintained for an appropriate period in accordance with the Texas Statute of Limitations. The County, its officials, officers and employees shall be listed as additional insureds on the certificate of insurance. Contractor mutually waives any right of recovery that they may have against either the County, its agents, employees and representatives for any claim that is, or may be covered, in whole or in part, by this general liability insurance policy. Further, Contractor agrees that the insurance policies called for in this paragraph shall contain a waiver of subrogation to fulfil the intent of the foregoing waiver. This coverage shall be primary with respect to any insurance or self-insured retention programs covering the County, its officials, officers and employees.

The Contractor will maintain over the term of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this Agreement with limits of not less than those required by statute. Such policies shall contain a waiver of the Workers' Compensation Insurance carrier's right of subrogation against the County, its agents, representatives and employees. Further, such right of subrogation shall be assigned to the County. The Contractor will also maintain employer's liability insurance with limits of not less than \$500,000.00 per occurrence.

The Contractor will maintain Commercial Automobile Liability insurance with no less than \$1,000,000.00 combined single limits per accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

The Contractor will retain all required certificates of coverage for the duration of the project and for two years thereafter. The Contractor will notify the County in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project. The Contractor will post on each project site a notice, in the text, form and manner prescribed by Texas Workers Compensation Commission, informing all persons providing services on the Contractor's behalf that they are required to be covered, and stating how a person may verify coverage and report lack of coverage. The Contractor shall provide a copy of the certificate of insurance to the County within ten (10) business days from the execution of this Agreement.



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10.2 Indemnity. The Contractor agrees to indemnify, defend and hold harmless the County, its elected officials, officers, agents and employees from all claims, complaints, costs (including attorney fees), actions, lawsuits, damages, judgments and/or liabilities suffered or incurred by the Contractor, its officers, agents and/or employees resulting in any way from the negligence, inadvertence, error, or omission of Contractor, its officers, agents and/or employees or their failure to carry out their responsibilities hereunder including those imposed by state and federal law.

For purposes of the Contractor's obligation to indemnify, defend and hold harmless the County, its elected officials, officers, agents and employees, a "claim" shall be broadly defined and construed to include, but not limited to, civil rights violations, requests submitted for medical records under the Texas Public Information Act; complaints made to the Texas Commission on Jail Standards; written, electronic, or oral allegations of inappropriate or improper medical care or treatment; submission of a formal "notice of claim" made pursuant to the Texas Tort Claims Act, Texas Civil Practice & Remedies Code Section 101.101; receipt of a subpoena and/or notice of deposition for any County employee or official to provide, discuss, or present medical records or information about the medical care or treatment of a person detained in the Jefferson County Facilities covered by this Agreement in a court or any other proceeding; or any other matter alleging or suggesting a failure of the Contractor to comply with the requirements of this Agreement which requires the assistance, guidance, and advice of legal counsel. Nothing in this definition of "claim" modifies or alters the statutory or legal requirement that the County receive a notice of claim in accordance with Texas law or any other applicable law, statute, or ordinance.

The determination of whether the Contractor is obligated to indemnify, defend and hold harmless the County, its elected officials, officers, agents and employees from all claims, complaints, costs (including attorney fees), actions, lawsuits, damages, judgments and/or liabilities suffered or incurred by the County, its officers, agents and/or employees resulting in any way from the negligence, inadvertence, error, or omission of Contractor, its officers, agents and/or employees or their failure to carry out their responsibilities hereunder, shall be made at the sole discretion of Jefferson County. Such determination by Jefferson County and the Contractor will be based, in part, on the totality of the circumstances of the matter as well as the allegations, if any, contained in the claim, complaint, notice, subpoena, request, pleadings and all subsequent amendments thereto. The Contractor shall acknowledge and accept a request for indemnification no later than fifteen (15) days after the receipt of a request for indemnification from the County and the Contractor shall send the County or its retained counsel written acceptance of the request for indemnification along with any claim number and information regarding submission of billing for attorney's fees. The failure of Contractor to acknowledge and accept a request for indemnification within the fifteen (15) day period shall be a material breach of a material obligation of the Contractor subject to the terms of paragraph 8.2(c).

For all such matters described above under which Jefferson County, its elected officials, officers, agents and employees are owed a defense and indemnification by the medical care Contractor, Jefferson County shall have exclusive right to choose defense counsel to represent Jefferson County, the Jefferson County Sheriff's Office, and any and all elected officials, employees, agents and representatives of Jefferson County who may be named as parties to such matter. This choice of counsel is at the sole discretion of Jefferson County and the medical care Contractor cannot substitute nor change Jefferson County's choice of counsel without express written permission from Jefferson County. The County's choice of retained counsel may include outside counsel and/or attorneys from the Jefferson County District Attorney's Office, or both. The medical care Contractor expressly agrees that such counsel selected by Jefferson County will directly bill the medical care Contractor for all such attorney's fees and costs which are associated with the defense of Jefferson County and/or its elected officials, employees, agents and representatives in such matter and such bills will be paid in a timely manner, but in no event later than forty five (45) days after the date such bills are submitted to the Contractor or their designated representative. The failure by Contractor to pay the attorney's fees in the forty five (45) day time period shall be a material breach of a material obligation of the Contractor subject to the terms of paragraph 8.2(c). The County's retained counsel will provide legal services in accordance with

## Attachment A

generally acceptable billing practices and will seek to comply with, but is not obligated to follow, billing guidelines requested by the Contractor or its designated agent.

The obligation of the Contractor to indemnify, defend, and hold harmless the County, its elected officials, officers, agents and employees, does not grant nor provide the Contractor with any right or power of any kind to in any way control, direct, influence, or manage the handling of a "claim" by the County's retained counsel. While input from the Contractor and/or its legal counsel may be considered, all strategic, legal, and any other decisions about the handling of any "claim" covered under this Agreement for which indemnification of the County, its elected officials, officers, agents and employees is required are matters solely to be made by the County in conjunction with its retained counsel. Disagreement by the Contractor with strategic, legal, or other decisions made by the County and/or its retained counsel as part of the handling of any "claim" shall not be grounds to reduce and/or refuse to pay the County's retained counsel's submitted attorney's fees and costs associated with the handling of any "claim." The failure by Contractor to pay the attorney's fees in the forty five (45) day time period because Contractor disagrees with the handling of any "claim" by the County's retained counsel shall be a material breach of a material obligation of the Contractor subject to the terms of paragraph 8.2(c).

The obligation of the Contractor to indemnify, defend, and hold harmless the County, its elected officials, officers, agents and employees as described above shall continue until such time as the matter has been fully and finally resolved to the satisfaction of the County based, in part, on legal guidance and advice from its retained counsel and considering the applicable status of the matter, finality of judgments, applicable deadlines, and statutes of limitation. The determination of whether the matter has been finally resolved to the satisfaction of the County is at the sole discretion of the County.

### ARTICLE XI: MISCELLANEOUS

11.1 Disaster Plan: Contractor will provide a Disaster Plan in accordance to NCCHC J-A-07, ACA 4-ALDF-4C-09 Emergency Plan, 4-ALDF-4D-08 Emergency Response and all JCCF policies and procedures. Please refer to "CorrHealth's Inmate Health Care Services for the Jefferson County Correctional Facility: RFP# 17-037/YS", Project Requirements, 4. Scope of Services, 4.9.30 Disaster Plan for additional details.

11.2 Independent Contractor Status. The parties acknowledge that the Contractor is an independent contractor. The Contractor has the sole responsibility for all diagnosis, treatment and disbursement of medication for all medical, mental and dental health. Contractor shall have primary, but not exclusive, responsibility for the identification, care, and treatment of inmates requiring medical care and who are security risks or who present a danger to themselves and/or others. On these matters of security, the Jefferson County Sheriff and her designees shall support, assist and cooperate with the Contractor, and Contractor shall support, assist and cooperate with the Jefferson County Sheriff and her designees, whose decisions in any non-medical matter shall be final.

11.3 Assignment and Subcontracting. Contractor shall not assign or subcontract this Agreement in whole or in part, to any other entity or person without the express written consent of the Jefferson County Sheriff or her designees, which consent shall not be unreasonably withheld. Any such assignment or subcontract shall include the obligations contained in this Agreement. Any assignment or subcontract shall not relieve Contractor of its independent obligation to provide the services and be bound by the requirements of this Agreement. The County and Contractor 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.

11.4 Notice. Unless otherwise provided herein, 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

## Attachment A

delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties.

- (a) County                      Jefferson County  
Attn: Office of the Purchasing Agent  
Purchasing Department  
1149 Pearl Street 1st Floor  
Beaumont, Texas 77701
- (b) Contractor                CorrHealth, LLC.  
Attn: Todd Murphy, Co-Founder and President, or  
Victor Hutchinson, Co-Founder and President of Operations  
6303 Goliad Avenue  
Dallas, Texas 75214

Notices shall be effective upon receipt.

11.5 Governing Law and Venue. 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. Venue for any litigation arising from this Agreement shall be in a State District Court of Jefferson County, Texas.

11.6 Entire Agreement. This Agreement, along with the terms and conditions of the accepted "RFP# 17-037/YS" specific to "Inmate Healthcare Services for the Jefferson County Correctional Facility" which are incorporated herein verbatim as if fully set forth, 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 modifications or amendments to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements and understandings with respect to the subject matter of this Agreement are superseded hereby.

11.7 Amendment. This Agreement may be amended or revised only in writing and signed by all parties.

11.8 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.

11.9 Other Contracts and Third-Party Beneficiaries. The parties agree that the County shall take all reasonable steps necessary to assist in securing third party reimbursement. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof.

11.10 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.

11.11 Force Majeure. Neither party shall be held responsible for any delay or failure in performance (other than payment obligations) to the extent that such delay or failure is caused, without limitation, but strikes,



## Attachment A

inmate disturbances, acts of public enemy, fire, flood, earthquakes, hurricanes, failure of transportation, explosion, war, embargo, government regulation, civil or military authority, acts of God, acts or omissions of carriers or other similar causes beyond its control.

11.12 Permits and License. Contractor acknowledges that it will maintain all relevant permits and licenses required to perform the services required by this Agreement. This will include, but not be limited to licenses and permits for radiology and pharmacy. Contractor shall ensure that all individuals or entities performing that health care services required under this Agreement, including its employees, agents, assignees, subcontractors or independent contractors shall be appropriately licensed, registered or certified as required by applicable law. Contractor shall immediately notify the County of any revocation, suspension, termination, expiration restrictions, etc., of any required license, registration or certification of any individual or entity to perform the services herein specified.

11.13 Authority. Each party hereto expressly represents and warrants that the person executing this Agreement is the legal, valid binding representative of each party.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

JEFFERSON COUNTY, TEXAS

By: [Signature]

Title: Jeff Brantick, Jefferson County Judge

Date: March 20, 2018

ATTEST:

By: [Signature]

Title: Zena Stephens, Jefferson County Sheriff

Date: March 20, 2018

ATTEST:

By: Court Order #

Date: \_\_\_\_\_

CONTRACTOR

By: [Signature]

Title: Todd Murphy, Co-Founder and President

Date: March 23, 2018

ATTEST:

ATTEST:

[Signature]  
Carolyn L. Guidry, County Clerk



## Attachment B

Chapter 15. Emergency Procedures and Evacuation Plan  
Revised: June 18, 2010  
Jefferson County Corrections Facility

JEFFERSON COUNTY SHERIFF'S OFFICE		POLICY AND PROCEDURES	
SUBJECT: Chapter 15 Emergency Plan		SECTION : Disaster Preparedness Plan	
REVIEW DATE: 12/1/2020		EFFECTIVE DATE: 1/1/2021	
AMENDS/SUPERSEDES: ALL		APPROVED: _____ SHERIFF ZENA STEPHENS	

### DISASTER PREPAREDNESS PLAN

.1 This plan is designed to help insure the safety and security of inmates incarcerated within the Jefferson County Correctional Facility in the event the facility needs to be evacuated.

.2 It is important to note that there are two different types of evacuations; planned evacuations and rapid evacuations. Planned evacuations occur when events unfold in such a way that the Office has the luxury of time to preplan and coordinate actions prior to the actual evacuation (i.e., because of an impending hurricane strike). Rapid evacuations occur when events unfold too quickly for dedicated preplanning and coordination to occur immediately prior to evacuation (i.e., because of events such as chemical spills, oil tank explosions, etc.).

#### .3 Planned Evacuations

**A. Employee preparations and requirements.** Employees must always be aware of their duties as emergency personnel. In the event that the facility needs to be evacuated, employees must be aware that the citizens of this county are relying on them to insure their personal safety, the safety of their property and the safety and security of the inmates with which they are charged. To that end, the following must be understood:

1. All scheduled time off (regular days off, vacations, compensatory time, etc.) will be cancelled. (See Sheriff's Office Code of Conduct 200-14: *Officer's working hours are regulated by the Sheriff, who has the authority to call any officer to return to duty*) Only the Sheriff or Deputy Chief of Corrections may excuse a person from duty in the event of an emergency such as a planned or rapid evacuation.
2. It is the officer's responsibility to notify either the Sheriff or the Deputy Chief of Corrections that the officer is unable to comply with the return to duty order. Any deviation from this shall be considered absent without approved leave and a violation of policy.
3. Officer's assignments and shifts may be changed and shall be given upon arrival to the Correctional Facility by the supervisor(s) as soon as practicable.
4. All officers must attend to their personal matters in advance in order to minimize damage or injury to their families and/or property.
5. All officers must be prepared for extended duty at the Correctional Facility or downtown jail, and be ready to respond to notification from the Sheriff/Designee to report for duty. These preparations include, but are not limited to having on hand:
  - a) Sufficient changes of clothing (uniforms, etc.) for an extended duration of service;
  - b) Sufficient gear on hand in order to perform their basic job functions;



## Attachment B

- c) Personal bedding if so desired;
- d) Personal hygiene products;
- e) Personal medications.

### **B. Facility preparations**

1. Facility Maintenance personnel will begin to prepare the facility to withstand the effects of inclement weather or extended absence from the facility. Those preparations shall include, but may not be limited to:

- a) Covering all windows with plywood;
  - b) Securing all loose equipment;
  - c) Testing generators, repairing if necessary, and topping off with fuel, etc.;
  - d) Stocking all dorms with emergency equipment;
  - e) Securing and storing all County computers in designated containers and areas.
2. Stocking food for at least seven days. (see APPENDIX I)
3. Stocking potable water for at least seven days.
4. Infirmary stock for at least seven days of life sustaining medication. (see APPENDIX II)

### **C. Inmate evacuation**

1. In the event of a full evacuation of the Correctional Facility, inmates will be evacuated to the downtown jail facility.
2. Transportation (buses) from the Port Neches Independent School District shall be secured in advance of the evacuation.
3. Inmates shall be advised to prepare for the evacuation by securing all personal property in their respective bunks in order to protect them as best as possible from damage. Inmates will not be allowed to bring any personal property with them to the downtown facility.
4. Inmates will be restrained and loaded onto buses as instructed from the recreation areas.
5. Upon arrival to the downtown facility, inmates will receive orders as to cell blocks/tanks for housing purposes.
6. Prior to any announcement of evacuation is given to inmates, all inmate phones in the facility shall be disconnected for security reasons.

### **.4 Rapid evacuations**

A. In the event of an unforeseen emergency (chemical spill, etc.), all available resources shall be used to ensure the safety of the inmates housed at the Correctional Facility. Due to the nature of a rapid evacuation, it may not be possible to follow all policies listed previously. However, the following steps shall be taken in order to move inmates to safety in the safest and fastest way possible:

1. Transportation (buses) shall be secured from an appropriate agency so that the inmates can be moved to a safe location as soon as possible.
2. All Officers may be called to duty to aid in the evacuation.
3. Officers will remain on duty until officially relieved of duty by either the Sheriff or Deputy Chief of Corrections.
4. In the event that a return to the Correctional Facility (by inmates and staff) is not possible in the short term, food service and infirmary personnel shall follow the procedures listed in the planned evacuation orders relating to a move to the downtown facility (or other location).

## Attachment B

Chapter 15. Emergency Procedures and Evacuation Plan  
Revised: June 18, 2010  
Jefferson County Corrections Facility

### APPENDIX I FOOD SERVICE PERSONNEL

#### **.100 Planned Evacuations**

- A.* All full time employees will be notified to report for duty, and assigned accordingly;
- B.* All kitchen staff should secure their homes and families;
- C.* Staff should prepare themselves for possible extended duty at the facility infirmary, or downtown jail;
- D.* Inventory food supplies/stocks to ensure a seven day supply;
- E.* Secure a refrigerated truck to prevent spoilage of perishable food.
- E.* Make contact with food supply vendors;
- F.* Depending on availability of power, sandwiches (sack lunches) would be served in place of regular menu;
- G.* If power remains at normal levels, the regular menu will be followed.

## Attachment B

Chapter 15. Emergency Procedures and Evacuation Plan  
Revised: June 18, 2010  
Jefferson County Corrections Facility

### APPENDIX II INFIRMARY PERSONNEL

#### **.200 Emergency Evacuation.**

- A.* Inventory medical supplies and medications to ensure a seven day supply;
- B.* Make contact with hospitals, pharmacy, ambulance, and medical service supply vendors;
- C.* Reschedule and/or cancel all off-site elective procedures.

#### **.201 Planned Evacuation.**

- A.* All full time employees will be notified to report for duty, and assigned accordingly;
- B.* All infirmery staff should secure their homes and families;
- C.* Staff should prepare themselves for possible extended duty at the facility infirmery, or downtown jail;
- D.* A seven day supply of life sustaining medications for inmates will be on hand;
- E.* All other medical supplies and equipment will be ready for use;
- F.* Seriously ill inmates will be assessed for possible transfers to the hospital for care;
- G.* Medical records will be readied for inmates possible transfer to another location; and
- H.* Staff on duty will remain ready to transfer to another location if required.

## Attachment B

Chapter 16. Medical Services  
Revised: March 1, 2022  
Jefferson County Correctional Facility

JEFFERSON COUNTY SHERIFF'S OFFICE		POLICY AND PROCEDURES	
SUBJECT: Chapter 16 Medical Services		SECTIONS 1-14: Medical Services	
REVIEW DATE: 7/6/2022		EFFECTIVE DATE: 7/6/22	
AMENDS/SUPERSEDES: ALL		APPROVED: _____ SHERIFF ZENA STEPHENS	

### Section 1

#### RECEIVING SCREENING

**.1** Medical screening will be the responsibility of the qualified healthcare professional (QCHP) stationed in the Inmate Processing Unit (IPU). The medical screening must be done as soon as possible upon the inmate's admission to the facility and prior to receiving a housing assignment. Inmate's are to be asked by the medical staff if they have any medical problems that require immediate medical attention before the arresting officer departs the facility.

**A.** Inmates who are unconscious, semiconscious, bleeding, mentally unstable, or otherwise urgently in need of medical attention are referred immediately for emergency care. Particular attention should be paid to any signs of recent trauma, possible suicidal behavior, signs and symptoms of recent overdose of drugs or alcohol. An immediate referral to the local hospital emergency room or an appointment for a routine visit to a local physician, dentist, or MHMR will be made as appropriate.

**B.** If an inmate appears to have a life-threatening condition and the medical staff does not refer the inmate to the hospital, then the shift supervisor has the authority to send an inmate to the hospital.

**C.** For safety purposes, medications brought into the facility will be reviewed by the medical staff and documented and then placed into the inmate's property.

**D.** During the initial Medical Screening, a qualified medical professional shall review as soon as possible any prescription medication an inmate is taking when taken into custody. All prescription medication that a qualified medical professional or mental health professional determines is necessary for the care, treatment, or stabilization of an inmate with mental illness will be provided.

**E.** Medical staff will complete the Health Summary for Classification form. The medical staff will determine the appropriate medical housing or refer to general population. Any recommendation for placement of an inmate into infirmary housing will be directed to the classification officer.

**F.** Medical staff will instruct the inmate how to access health care.

**Section 2**

**TUBERCULOSIS SCREENING PLAN**

**.2** Inmates confined in the jail will be tested no later than 7 days upon arrival into the facility. Inmates incarcerated for a year or more will be screened annually and tested as indicated.

**A.** Inmates may be exempt from the screening test when the test conflicts with the tenets of an organized religion to which the inmate belongs or when the test is contraindicated for medical reasons. Inmates not tested must be screened for signs and symptoms of Tuberculosis.

**B.** An inmate is not required to be retested at each booking if the inmate has a documented negative test within the past 12 months, unless the inmate shows symptoms of or is known to have been exposed to Tuberculosis.

**C.** When an inmate transfers to another agency the Tuberculosis screening records must be documented on the Texas Uniform Health Status Update form and this form shall accompany an inmate to another facility.

**D.** Employees having contact with inmates will be screened for Tuberculosis at the time of employment and yearly thereafter. The facility Tuberculosis Screening Plan specifies employees and volunteers will be tested annually.



**Section 3**

**HEALTH SERVICES PLAN**

- .3** Any inmate can access medical services, dental services, and/or mental health services by completing a Health Services Request form, located in the kiosk system in each dorm.
- A.** Sick call requests are to be handled by medical staff only. Inmates in the administrative separation units will utilize the kiosk for sick call requests.
- B.** If an officer has reason to be concerned about the physical or emotional condition of an inmate, the officer may request the medical staff to examine or evaluate the inmate. In such case, the officer will notify the shift supervisor, document his or her request in the dorm logbook, and write a written report.
- C.** A written request Health Services Form shall be accepted if the kiosk is unavailable.
- .4** The health services plan shall include procedures for the maintenance of a separate health record on each inmate. The record shall include a health screening procedure administered by health personnel or by a trained booking officer upon the admission of the inmate to the facility and shall cover, but no be limited to, the following items:
- A.** Health history;
  - B.** Current illnesses (prescriptions, special diets, and therapy);
  - C.** Known pregnancy;
  - D.** Current medical, mental, and dental care and treatment;
  - E.** Behavioral observation, including state of consciousness and mental status;
  - F.** Inventory of body deformities, ease of movement, markings, condition of body orifices, and presence of lice and vermin.
- .5** Separate health records shall reflect all subsequent findings, diagnoses, treatment, disposition, special housing assignments, medical isolation, distribution of medications, and the name of any institution to which the inmate's health record has been released.
- .6** The Texas Uniform Health Status Update Form, in the format prescribed by the Commission, shall be completed and forwarded to the receiving criminal justice entity at the time an inmate is transferred or released from custody.
- .7** Each facility shall report to the Department of State Health Services (DSHS) the release of an inmate who is receiving treatment for tuberculosis in accordance with DSHS Guidelines.

**Section 4**

**SICK CALL**

**.8** The medical staff will review, prioritize, and schedule sick call appointments daily. Sick call will be performed in the infirmary for general population and in the nurses' station in the administrative separation units for maximum-security inmates.

**A.** The Jefferson County Correctional Facility has medical staff on site 24 hours a day, every day. On a daily basis, all inmates have an opportunity to inform medical staff of any medical problems.

**B.** Nursing rounds in administrative separation units will be done daily. At this time inmates will inform the nurse of any medical complaints. The nurse will monitor inmates' vital signs and weight as needed and as ordered in the administrative separation units.

**C.** Non-emergency sick call requests should be triaged by the medical staff within 24 hours and the inmate seen by a nurse at sick call within the next 24 hours (72 hours on weekends). When necessary, a referral is made for the inmate to see a physician within a week of the original complaint for any medical, mental and dental services.

**D.** Daily nurse sick calls will be conducted.

**E.** Medical Sick call will be conducted on at least five days per week by a QHCP (Qualified Health Care Professional)

**F.** Mental Health Care and sick call will be conducted on a daily basis Monday through Sunday by a LBHP (Licensed Behavioral Health Practitioner). Dental care and sick call are conducted by a QHCP no less than forty (40) hours within a two-week period.

**G.** The medical staff will give lists of inmates needing to be seen to the infirmary officer. The infirmary officer will call the various dorm officers to request inmates be sent to the infirmary. Minimum, medium, maximum-security, juvenile and female inmates are kept separate at all times. The dorm officer will issue the inmate a pass authorizing the inmate to report to the infirmary.

**H.** The infirmary officer will document the arrival of the inmate to the infirmary. When the medical visit is completed the infirmary officer will notify the inmates to return to their designated dorm.

**I.** An officer will escort medium, maximum, juvenile and female inmates to and from the infirmary.

**J.** Inmates housed in administrative separation will be handcuffed and escorted by an officer to the nurses' station in the maximum-security dorms for nurse and doctor's sick call. The officer will remain with the inmate during the medical visit.

**K.** Maximum-security inmates shall be fully restrained and escorted to the infirmary for dental sick call.

**L.** The medical staff must be notified if the inmate is not available for sick call. Should the inmate choose to refuse sick call, a Refusal of Treatment form must be signed by the inmate and witnessed by an officer. The signed Refusal of Treatment form must be given to the nurse.

**M.** See use of restraints concerning Pregnant Inmates regardless of classification.

**Section 5**

**DISTRIBUTION OF MEDICATIONS**

**.9** Acquisition, control, distribution, secured storage, inventory, and disposal of prescriptions, syringes, needles, hazardous waste containers, and all other medical supplies will be conducted and strictly controlled by the medical staff in accordance with their health services policies and procedures manual, which maintains compliance with all applicable local, state, and federal laws, and standards set forth by the Texas Commission on Jail Standards and the National Commission on Correctional Health Care (Standards for Health Services in Jails 2018).

**A.** The medical staff will control distribution, and secured storage of over-the-counter medications. Over-the-counter medications can be purchased by inmates through the facility commissary. All medical instructions of designated physicians shall be followed.

**B.** Distribution of prescription medications (medication pass) to the inmates will be conducted two to three times a day in the dorms. Medication administration will be conducted at 0800, 1300, and 2000 unless directed otherwise by physician. Distribution of prescriptions in administrative separation will be done cell by cell. An officer will accompany the nurse during medication pass.

**C.** The nurse will announce medication call upon arrival to the dorm. The dorm officer will instruct the inmates who are scheduled to receive medication to form a single line. The inmates are to bring a cup of water to the pill line. The nurse will verify the inmates' identity. The nurse will administer the medication to the inmate. The nurse will visually inspect the inmate's mouth to verify that the medication is swallowed.

**D.** After acknowledging the call for medication pass, if an inmate refuses to take the prescribed medication, the medical staff will document the response in accordance with the contracting medical service's policies and procedures and witnessed by the security officer present at refusal.

**E.** Proper inventory of prescription meds, syringes and needles shall be kept by medical staff per contracting medical services policies and procedures.

**F.** All surplus medications, syringes, needles and hazardous waste are in a hazardous waste container. The containers are picked up as scheduled per contract by Steri Cycle and disposed of properly.

**G.** A qualified medical professional shall review, as soon as possible, any prescription medications an inmate is taking when the inmate is taken into custody. In this context, qualified medical professionals include, but are not limited to Physicians, Registered Nurses (RN), and Licensed Vocational Nurses (LVN) performing their duties within the scope of their license. In this purpose Pharmacists and Emergency Medical Technicians (EMT) are not qualified medical professionals.

## **Section 6**

### **EMERGENCY EQUIPMENT**

**.10** Appropriate First Aid Kits and patient evacuation equipment is available in designated locations throughout the facility. First Aid Kits are located in the file cabinet at the officers' desk in each dorm, and must be secured from inmate access.

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- A.** Correctional staff may request refill items from the Health Services Unit.
- B.** The contents, quantity, and condition of the emergency equipment is inspected and restocked on a monthly basis or, as necessary by medical staff.
- C.** Wheelchairs, backboards, stretchers, and portable oxygen units are located in the infirmary. Bags containing trauma supplies and emergency medical equipment are located in the medical office in the booking area and in the nurse's station in Medical. An Automated External Defibrillator is located in Medical and Book-In/Intake.

**Section 7**

**EMERGENCY SERVICES**

**.II** In the event of a medical emergency located anywhere in the facility (inmate, officer, staff, or visitor), the officer assigned to the area will alert the Infirmary, Master Control, and the Shift Supervisor. Immediate care will be started by the first available staff member on the scene until relieved by medical staff if situation is life threatening.

- A.** Medical staff and correctional officers will be trained in CPR and First Aid.
- B.** Medical staff will respond to the area with all available first responder equipment and assess the patient.
- C.** The medical staff will provide first aid in area or have the patient moved to the infirmary for assessment and treatment.
- D.** Names and telephone numbers of pertinent individuals, the Poison Control and the ambulance service to be used will be readily accessible in the infirmary and master control.
- E.** If assessment indicates a life-threatening condition, life-support measures (CPR) will be initiated by the first available staff member, and security requested to notify master control to call the access number for local contracted ambulance or 911. The perimeter officer will direct the ambulance to the appropriate facility entrance.
- F.** The inmate will be properly restrained prior to being transported. Appropriate officer escort will accompany the inmate to the hospital and will remain with the inmate throughout the hospital admission. A copy of the inmate's jail card and contracting medical service off-site referral form will accompany the officer to the emergency room. Medical staff will notify the emergency room of the arrival and medical condition of the inmate.
- G.** Upon discharge from the hospital the officer must obtain a copy of the inmate's medical records from the hospital. The inmate will be taken to the infirmary along with all required paperwork from the hospital for evaluation by the medical staff before being permitted to return to housing.



### Section 8

#### SPECIAL NEEDS

**.12** Inmates who are recognized as chronically ill or those with a communicable disease, physically handicapped, pregnant, frail/elderly, terminally ill, psychotic or have special mental health needs, and the intellectual developmentally disabled are referred to the physician to develop a special needs treatment plan. The safety and health of inmates with medical, physical, or mental disabilities must be considered by corrections staff when determining housing assignments, work assignments, program participation, disciplinary measures, and transfer to off-site appointments.

- A. Hearing Impaired Inmates.** Inmates with a hearing impairment shall be made aware that an interpreting service is available to them. Administrators shall contact Heather Moore with Dragonfly at (409) 241-0286 should an inmate be in need of a person qualified in sign language. Jefferson County uses this service on an on-call basis to provide assistance to hearing impaired individuals. A TDY phone system is also available for inmates to use for personal phone calls.
- B. HIV, Hepatitis C, and Syphilis** – Confidential testing is provided for all inmates, who request testing, through Triangle Area Network or CorrHealth.

Section 9

HEALTH SERVICES PLANS  
ADDENDUM: PREGNANT INMATES

The purpose of this plan is to establish procedures for the care of inmates found to be or known to be pregnant to ensure access to medical and mental services.

1. **Medical Services** - Female inmates will be interviewed and assessed during the booking process to identify possible pregnancy; inmates may be tested to confirm pregnancy. Pregnant inmates will be referred to a doctor. Prenatal care and checkups will be conducted as directed by the doctor. Pregnant inmates will also have access to regular sick call by submitting a written request.
2. **Mental Health** - Known pregnant inmates may request mental health services by submitting a written request for services to jail staff. A magistrate will be notified in writing or by electronic notice within 12 hours if a pregnant inmate is suspected of having mental illness or intellectual developmental disabilities.
3. **Nutritional Requirements** – Pregnant inmates will be provided an adequate diet as directed by doctor's orders.
4. **Special Housing** - Pregnant inmates will be housed according to their classification custody level. Inmates with special needs will be referred to a doctor for evaluation. Pregnant inmates may be housed in medical separation if recommended by doctor's orders.
5. **Work Assignments** – Pregnant inmate work assignments will be determined with regard to term of pregnancy, current physical condition, and medical evaluation. Under no circumstances will work assignments for pregnant inmates involve activity that would cause physical harm or injury.
6. **Restraints** – Restraints shall not be used on an inmate confirmed by medical professionals to be pregnant, who gave birth or miscarried in the preceding 12 weeks. The restraints shall not be used for the duration of the pregnancy or for a period of not less than 12 weeks after the inmate gives birth:
  - a. Unless supervisory personnel determine that the use of restraints is necessary to prevent an immediate and credible risk that the inmate will attempt to escape; or the inmate poses an immediate and serious threat to the health and safety of the inmate, staff or any member of the public; or
  - b. Unless a health care professional responsible for the health and safety of the inmate determines that the use of restraints is appropriate for the health and safety of the inmate and if applicable, the unborn child of the inmate.
    - 1) If the determination to utilize restraints in accordance with (6a) or (6b) is made, you will use the least restrictive restraints necessary to prevent escape or to ensure health and safety.
    - 2) Notwithstanding subsection (6a), at the request of a health care professional responsible for the health and safety of the inmate, staff shall refrain from using restraints on the inmate or shall remove the restraints.
    - 3) Use of restraints on pregnant inmates shall be documented and submitted as required by 269.50.

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- 4) Restraints shall be removed from an inmate at the earliest possible time that the inmate no longer exhibits behavior necessitating restraint. In no case shall an inmate be kept in restraints longer than 24 hours.
7. The facility will provide procedures to train staff to identify when a pregnant inmate is in labor and provide access to appropriate care. Inmates shall be promptly transported to a local hospital when they state that they are in labor or are determined by a person at a the level of emergency medical technician or above to be in labor.

### Section 10

#### RIGHT TO REFUSE HEALTHCARE

**.I** An inmate may refuse a health evaluation, treatment, or medical care. At the time of refusal the officer or medical staff must have the inmate sign a Release of Responsibility form from the contracting medical service. All inmates must go to the infirmary when called. They may refuse treatment when they arrive at the infirmary. The refusal should describe the nature of the condition for which evaluation, treatment, or medical care is offered and the nature of the service to be provided. The inmate will sign the form and a witness who acknowledges that the inmate read the refusal form or had it read to him/her in a language understood by the inmate. If the inmate refuses to sign the Release of Responsibility form, the signature of an officer will be obtained as a second witness to document verbal refusal. The refusal form shall then be forwarded to the Director of Nurses or the Health Services Administrator.

**Section 11**

**PRIVACY OF CARE**

.2 Clinical encounters are private and should be provided with consideration for the inmate's dignity and privacy. Officers present during health encounters will be informed and educated by the medical staff regarding the need for confidentiality.

*A.* Medical procedures will be performed in privacy with consideration for the safety and security of the healthcare provider.

*B.* When the presence of custody staff is required for disruptive inmates the officer will be of the same gender as the inmate.



**Section 12**

**MENTAL DISABILITIES/SUICIDE PREVENTION PLAN**

.3 The Jefferson County Correctional Facility Mental Disabilities/Suicide Prevention Plan is designed for the identification of mentally disabled, suicidal, or potential suicidal inmates, and the care of those persons. Its purpose is to establish guidelines to properly refer and care for those inmates identified as suicide risks or mentally disabled. This plan was prepared with the assistance of the Texas Department of Mental Health and Mental Retardation Services. Policies, utilizing the following guidelines, are designed to respond to suicidal behavior with effective immediacy:

**Training**

- A.** Training begins with the required Corrections Academy, during which the officer receives the required courses including Persons with Mental Disabilities and Suicide Prevention/Detection for their **TCOLE** certification. Officers will receive reoccurring training on any of the following topics through Shift Briefings and other documented training. The Jefferson County Medical Provider may also request or provide additional training. Officers must receive 2 hours total training on an annual basis.

**Person with Mental Disabilities**

**Suicide Prevention/Detection, including**

- 1. Recognition
- 2. Supervision
- 3. Documentation
- 4. Handling
- 5. Intervention
- 6. First-Aid Measures
- 7. Reporting
- 8. Follow-Up/Review

- B.** A comprehensive representative includes, but is not limited to, the following:

- 1. Medical Screening
- 2. Medical Records
- 3. Suicide Prevention, including:
  - (a) Recognition/Identification of Potentially Suicidal Inmates;
  - (b) Handling of the Inmates; and
  - (c) Communications between Staff Divisions
- 4. Mental Disabilities

**.4 Identification of Mentally Disabled or Suicidal Inmates**

- A.** Identification of inmates who are mentally disabled and/or potential suicides within the Correctional Facility commences as the inmate enters the facility. All inmates will be screened at booking, utilizing the approved suicide and medical impairments screening form.
- B.** Inquiries are made of the arresting officer for comments on inmate conditions, to include any information from the families/friends of the subject that may have been encountered during the arrest.

**C.** Corrections Officers during the Intake Process should be constantly attentive of verbal and behavioral clues that may be sign posts for mental disability or leading to the potential for acts during which the inmate might injure or kill himself.

**D.** If an inmate is determined to be potentially suicidal, or verbally states his intentions of suicide, the officer or infirmary staff will notify the classification officer, and the infirmary staff will complete a Medical Classification form.

**E.** The inmate verbalizes the desire to harm himself or refuses to involve himself or herself in the screening process, he/she is placed on suicide watch in an isolation cell for observation until he becomes capable of, or more amenable to, completing the process, and a supervisor is notified

**F.** If the inmate is not complying with intake screening it is so stated on the form, and medical personnel will document observations and reason for inability to complete the screening. Another attempt is made to screen the inmate when he/she is ready to comply, but at no time shall more than 24 hours pass before another attempt is made.

**G.** The inmate is screened by the Medical Staff for prior history, including questions regarding suicide attempts, before classification to his housing area. The Medical Staff is the final authority for classifying an inmate as suicidal or mentally disabled.

**H.** Prior available medical records, if any, are utilized to aid in identifying those persons with a history of suicidal attempts, threats, or any history of mental disabilities within the previous twelve months.

**I.** Finally all dorm officers should be constantly attentive for changes in attitude or behavior of inmates, and immediately notify the Medical Staff and supervisor of possible problems concerning inmates noted.

**J.** Mental Health evaluations are performed by Mental Health Professional (MHP) or staff Mental Health Provider.

**K.** The courts order emergency commitments following evaluations by a court appointed psychiatrist.

**L.** Not later than 12 hours after receiving credible information that may establish reasonable cause to believe that a defendant committed to the sheriff's custody has a mental illness or is a person with intellectual developmental disabilities, the sheriff shall provide written or electronic notice of the information to the magistrate.

### **.5 Communication**

**A.** Communication of information throughout the facility relating to inmates who are mentally disabled or inmates who express verbal intent on suicide is of prime consideration. It is the responsibility of each officer to be continuously vigilant for any signs of an inmate becoming suicidal, as well as signs of any mentally disabled inmate and making immediate notification to the Medical Staff and supervisor for evaluation.

**B.** Communication of the possibility of a mentally disabled inmate or inmate with actual intent of suicide may come from any source and all must be taken seriously to prevent the possibility of harm to him or others from becoming a reality. Possible sources of information follow:

1. Another inmate;
2. Visiting friends or family;
3. Parole or Probation Officer;
4. Attorney;
5. The inmate himself;

6. Chaplain;
7. Supervisor;
8. LPC ;
9. Medical Personnel or other.

**C.** Regardless of the source of the communication, the responsibility to communicate that information to the proper authority falls directly on the recipient.

**D.** The Desk Sergeant, the Shift Supervisor, the Medical Staff, Classification, Commissary, Visitation, Floor Control Center Officer, Floor Officer, etc., must all have ways of determining the suicidal status of inmates. To that end, forms and computer "flags" have been devised to alert each member of the staff to the particular care with which this inmate must be handled. The following "paper forms" are handwritten and distributed:

1. Medical Screening form (inmate medical record);
2. Medical Classification form (inmate medical record and classification);
3. Observation form (maintained where the inmate is housed), Administrative Separation log is used for Suicide Watch. Date, time, and activity observed are logged. These forms are orange in color.
4. After determination for potential suicide, a notice is placed in the control station where the inmate is housed, and the inmate will be monitored and observed at a minimum of thirty-minute intervals, with the observations noted on the observation sheets.

**E.** Computer entry is made in Classification. This ensures that a history is maintained, as well as notification to Commissary of the inmate's status each time the inmate orders commissary.

### **.6 Housing**

**A.** Any inmate in the Jefferson County Correctional Facility that is believed to be mentally disabled and/ or potentially suicidal by the Medical Staff will be assigned to appropriate housing by classification to a dorm, single cell, or medical ward. Suicidal inmates shall be observed by both medical staff and/or corrections officers at intervals not to exceed thirty (30) minutes until evaluated by the MHP or Mental Health Provider. After an evaluation by the MHP or Mental Health Provider, housing recommendations will be provided by the MHP or psychiatrist's orders.

### **.7 Supervision**

**A.** Levels of Mentally Disabled/Suicide Prevention Observation are used in this facility. They are:

1. Observation shall be performed at least every 30 minutes in areas where inmates known to be assaultive, potentially suicidal, mentally ill, or who have demonstrated bizarre behavior are confined.
1. Determined to be suicidal or show signs of acute mental illness will be assigned an isolation cell located in the infirmary or a maximum-security dorm, with observed condition logged as changes demand. Inmates on Suicide Watch shall be placed in a suicidal smock and any items that can be used to inflict personal injury shall be removed from the housing area. Licensed Medical Personnel are present on a twenty-four hour basis.
2. Inmates considered to be under suicide precaution are housed in the infirmary ward, or in the general population. Any behavior indicating an improvement after evaluation

by the doctor, the inmate is then referred by the Medical Staff to General Population and continued to be monitored by dorm officers.

**B.** Once the Medical Staff establishes that an inmate is suicidal, only a licensed physician or psychiatrist may discontinue it, and only then by written order. The order is posted in the inmate's medical record. The following records, "paper" or computer, will be appended, collected, and placed in the inmate jail record or otherwise removed:

1. Medical Classification form to Classification for possible housing reassignment;
2. Removal from Classifications Suicide Category;
3. Computer generated "flags" are removed, and normal commissary privileges restored.

### **.8 Intervention and Emergency Treatment**

#### **A. Intervention:**

1. Good Communication Skills
  - a. Try to open a line of communication;
  - b. Listen to inmate's problems and concerns;
2. Understand his/her feelings;
3. Encourage inmate to respond;
4. Remember - Respect - Attentiveness - Openness - Understanding - Acceptance - Positive Attitude;
5. Importance of medication continuance.

#### **B. An officer finding an "in progress" suicide attempt will:**

1. Radio for assistance;
2. Attempt to calm the inmate;
3. Attempt to retrieve the instrument being used (without force);
4. If unsuccessful in the above, restrain the inmate's attempts, and take the instrument from him;
5. If the inmate is bleeding:
  - (a) use direct pressure on the wound(s) to control bleeding until Medical Staff arrives; or
  - (b) transport the inmate to the Infirmary for treatment.

#### **C. If the inmate has attempted suicide by hanging, the officer(s) will:**

1. Radio for assistance;
2. Relieve the pressure of the noose by lifting his body;
3. Release or cut the material used;
4. Place inmate on the floor and begin CPR;
5. Notify medical staff.

**First Aid kits are located in each Control Center or Dorm.**

**Both standard resuscitation equipment and oxygen are located in the Infirmary.**

### **.9 Reporting**

- A.** Upon discovery of a completed suicide, the Shift Supervisor is immediately alerted, and notification of the following is initiated:
  - 1.** Sheriff
  - 2.** The Chief Deputy
  - 3.** The Major
  - 4.** Designated Investigating Agency
  - 5.** Crime Scene Unit Supervisor
- B.** The Shift Supervisor will furnish written report to the Chief and Major.
- C.** Appropriate designated investigating agency handles all investigations, statements and reports.
- D.** Major or designee files the Custodial Death Report with the Attorney General's office within 30 days, handles family notification and prepares press releases and any interviews for the media.
- E.** The Texas Commission on Jail Standards shall be notified of all deaths of inmates while in the custody of the Sheriff within 24 hours of the death. \* Upon conclusion of an investigation by the Sheriff or any other designated Law Enforcement Agency, copies of the custodial death report, autopsy report and any information requested by the Commission shall be forwarded to the Texas Commission on Jail Standards.

### **.10 Follow-Up/Review**

- A.** All Suicide Prevention Policies are reviewed following a suicide to determine any need for revisions.
- B.** Provisions for support service and/or counseling for staff as a direct result of their involvement in the incident will be made as required.

### **.11 Administrative Review:**

- A.** An administrative review, separate and apart from other formal investigations that may be required to determine the cause of death, should include:
  - 1.** A critical review of the circumstances surrounding the incident;
  - 2.** A critical review of jail procedure relevant to the incident;
  - 3.** A synopsis of all relevant training received by involved staff;
  - 4.** Pertinent medical and mental health services/reports involving the victim; and
  - 5.** Recommendations, if any, for change in policy, training, physical plant, medical or mental health services, and operational procedures.

### **.12 Mental Health/Intellectual and Developmental Disabilities History Check.**

- A.** Check each inmate upon intake into the jail against the Texas Health and Human Services Commission CCQ system to determine if the inmate has previously received state mental healthcare or has a known intellectual or developmental disability, unless the inmate is being housed as an out of state inmate or a federal inmate on a contractual basis;
- B.** Maintain documentation to be available at the time of inspection showing that information for each inmate designated in paragraph (1) of this subsection was submitted for CCQ/IDD system checks, to include notification to the magistrate and the Local Mental Health Authority or Local Intellectual and Developmental Disabilities Authority as per CCP 16.22(a)(1); and



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- C. Include any relevant mental health or intellectual and developmental disability information on the mental health screening instrument and, if sentenced to the Department of Criminal Justice, on the Uniform Health Status Form.

**Section 13**

**MANAGEMENT OF INMATE HUNGER STRIKES**

**.12 PURPOSE:** To provide guidelines for the management of inmates on a hunger strike.

**.13 POLICY:** All inmates at the Jefferson County Correctional Facility on a hunger strike are to be evaluated and monitored daily by medical staff and officers to ensure they present no imminent risk of danger to themselves.

**.14 PROCEDURE:**

**A. Evaluation and Documentation**

- 1.** Evidence that the inmate is on a hunger strike and the reason for refusal of food is documented in the medical record.
- 2.** A psychological or psychiatric evaluation is conducted to determine whether the inmate is capable of making decisions in his own behalf and the determination is recorded in the medical record.
- 3.** An infirmary employee should attempt to establish a relationship with the inmate on a hunger strike.

**B.** This employee is to talk with the inmate daily, assess nutritional status and obtain a weight and/or urine specimen for ketones. The results of these daily attempts are to be documented in the medical record.

**C.** In the event there is more than one inmate on a hunger strike, the inmates must be separated so they are not in close enough proximity to support each other's effort. Sensationalism of the hunger strike should be avoided.

**Section 14**

**MEDICAL SERVICES COST REIMBURSEMENT**

**.15 Purpose:**

**A.** The purpose of this procedure is to establish a certain level of inmate responsibility for medical services through a system of reimbursement from inmates for medical services provided.

**.16 General:**

**A.** Jefferson County is responsible for providing medical services to all inmates in custody.

**B.** Article 104.002 of the Texas Code of Criminal Procedure authorizes Jefferson County to seek reimbursement from inmates for expenses incurred for medical, dental or health related services. Inmates who have the ability to pay will be required to reimburse Jefferson County for certain costs of medical, dental or health related services.

**C. No inmate will be denied necessary medical, dental, or health-related services because of lack of funds.**

**.17 Definitions:**

**A.** Inmate - A detainee that has been admitted to the Jefferson County Correctional Facility and is on the official count.

**B.** Unprocessed Inmate - An arrested person that has not been through the admissions process of the Jefferson County Correctional Facility.

**C.** Medical Services - Medical or dental care, treatment, and/or hospitalization of an inmate

**D.** Inmate Account - Accounting system for inmate's personal fund.

**E.** Indigent inmate – An inmate with a zero balance, has received less than two dollars within the last two weeks, and/or has received only trustee pay.

**F.** Reimbursement Schedule - List of medical services with copayments assessed inmates.

**G.** Medical Contract Monitor - Person in charge of supervising the medical services cost reimbursement procedure.

**H.** Medical Services Administrator - R.N. in charge of inmate medical services.

**I.** Inmate Sick Call Request - Form available to inmates for requesting medical services.

**J.** Inmate Medical Charge Sheet - Form that authorizes Jefferson County access to the inmates' commissary account for medical copayments.

**K.** Medical Emergency - Medical need requiring immediate attention.

**L.** Medical Co-payment - A preset fee assessed an inmate for medical, dental or health related services.

**.18 Procedure:**

**A.** Reimbursement for medical services

**1.** A co-payment will be charged against the inmate's account for each (non-exempt) visit to the nurse, physician, dentist, etc. that is initiated by the inmate. The fees are as follows:

- a.** Physician \$6.00
- b.** Nurse \$4.00
- c.** Dental \$6.00
- d.** \$2.00 for each prescription

**2.** A co-payment will be charged for acquiring (non-exempt) prescription medications.

### **B. Reimbursement Schedule**

1. The Medical Contract Monitor shall prepare a schedule of copayment amounts and services with the assistance of the Medical Services Administrator.

2. The schedule shall be made available to all inmates.

### **C. The following types of services are exempt from reimbursement by the inmates:**

1. All psychiatric or psychological counseling treatment or medication.

2. Staff (Medical) initiated requests for medical treatment or evaluation.

3. Treatments of injuries or conditions resulting from assaults that occur in the facility.

4. Treatment of injuries or conditions resulting from use of force incidents involving the staff.

5. Treatment of injuries or conditions resulting from accidents received while working assigned work details.

6. Receiving medical screening as required by facility policy.

7. Health appraisal as required by facility policy.

8. Follow-up visits/treatments by the medical staff.

9. Treatment of injuries/illnesses of an emergency nature. The Medical Contract Monitor will make the final determination of emergency for the purpose of reimbursement exemption.

10. Prenatal and postnatal medical care.

11. Medical services paid by another source.

12. There will be no assessment of a fee for a physician visit when the visit is initiated as a result of the nurse's visit.

**D.** Exemption from, or application of the copayment schedule in no way relieves the inmate, his/her insurance carrier or other method of financial assistance from financial liability of remaining costs of medical services.

**E.** Inmates considered to be indigent will not be charged for medical services at the time the services are rendered. However, should an inmate receive money on his/her commissary account at a later date, incoming funds will be applied to the medical account, with the balance of the funds being applied to the inmates money account

### **.27 Over-the-counter Medications**

**A.** Over-the-counter medications are available to the inmates through the inmate commissary at posted prices, unless otherwise prohibited.

### **.28 Inmate Reimbursement Responsibilities**

#### **A. Prior to Admission:**

1. An arrested person taken to the hospital prior to admission to the Jefferson County Correctional Facility shall be responsible for total payment of any care received.

#### **B. After Admission:**

1. All inmates admitted to the Jefferson County Correctional Facility will be assessed in accordance with the approved reimbursement schedule.

#### **C. Emergency Medical Services**

1. The Medical Contract Monitor will review the case with the medical staff. If it is determined that the case was not of an emergency nature then copayment shall be assessed the inmate as applicable. Off-site medical care or treatment will not apply.

### **D. Medical Request Procedure**

1. At the time of housing, inmates will be provided an instruction sheet describing the procedures for requesting medical services as well as listing the copayment fees for services and prescriptions.
2. Inmates may request medical services by filling out an inmate sick call request form and depositing it into the appropriate box or delivering it to the nurse at medication pass.
3. Inmates may also use the kiosk for sick call request.

### **E. Records**

1. Any negative balances incurred by an inmate because of an assessed medical fee will be recorded in the inmates booking record separate from the inmates' money account.
2. This negative balance will not be reflected in inmates' actual money account, as no account will show a negative balance.
3. When an inmate receives any funds the medical account will be checked and if there is an outstanding balance then any incoming funds will be applied to the medical account with the balance of the funds, if any, being applied to the inmates money account.
4. Medical staff will complete and forward the Inmate Medical Charge Sheet to the Medical Contract Monitor who will determine if a fee is to be assessed.
5. If a fee is to be assessed, then the Inmate Medical Charge Sheet is forwarded to commissary for deduction from the inmate's account.
6. All medical fees assessed against inmates accounts are to be totaled daily and are to be remitted to the county general fund.
7. Upon release of an inmate, any medical accounts showing a negative balance shall be closed.

### **F. Grievances**

1. Grievances or appeals regarding this procedure should be addressed by the inmate using the normal grievance procedure and form and forwarding same to the Grievance Officer.



**EXEMPT SERVICES**

- 1.** Receiving /Screening
- 2.** Intake screening physical
- 3.** History & physical 14 day
- 4.** Mental health
- 5.** MD refer to outside clinic
- 6.** STD clinic
- 7.** TB clinic
- 8.** OB/GYN Care
- 9.** Daily treatments per MD
- 10.** Lab or x-ray
- 11.** Infirmary care by physician
- 12.** Assault injury in jail
- 13.** Use of force injury by staff
- 14.** Work related injury
- 15.** Emergency illness/injury
- 16.** Follow up care per MD
- 17.** Hospital admission
- 18.** Infirmary care by nurse
- 19.** Chronic care clinic
- 20.** Administrative separation nursing rounds
- 21.** Annual physical
- 22.** Urgent dental services
- 23.** Annual dental exams

**GALVESTON UTMB OBGYN- High Risk**

**BEAUMONT BONE AND JOINT- ORTHOPEDIC** Address 3650 Laurel Ave,  
Beaumont, TX 77707

**UTMB GALVESTON- ENT/ Ear, Nose and Throat, Galveston 3<sup>RD</sup> FLOOR**

- 700 University Blvd
- (281) 338-0829
- (281) 557-7284
- GALVESTON UTMB DR. DARLING

700 University Blvd, Galveston, TX 77550 1<sup>ST</sup> FLOOR

**OBGYN- DR.SPROTT-Address:** 2965 Harrison Ave #313, Beaumont, TX  
77702

**ORAL SURGERY- Michael Huang, MD, DDS**

Oral and maxillofacial surgeon 10605 Spring Green Blvd Suite 200,  
Katy, TX 77494

**BEAUMONT BONE AND JOINT SURGERY**

**BAPTIST IMAGING BMT-** 3080 College St. Beaumont, TX 77701-4606  
(409) 212-5000

**St. Elizabeth imaging** 755 N 11th St, Beaumont, TX 77707 409 899-8372

**Advanced Cardiovascular Specialists- CARDIOLOGIST**

Address: 755 N 11th St p2200, Beaumont, TX 77702

## Attachment D

Jefferson County Correctional Facility Proposed Coverage and Staffing Matrix 1,000 ADP 24/7									
Position	Scheduled Hours							Total Hours	FTEs
	SUN	MON	TUE	WED	THU	FRI	SAT		
Day Shift									
RN/HSA		8.00	8.00	8.00	8.00	8.00		40.00	1.00
RN/DON		8.00	8.00	8.00	8.00	8.00		40.00	1.00
RN	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84.00	2.10
LVN	24.00	24.00	24.00	24.00	24.00	24.00	24.00	168.00	4.20
LVN (dedicated BI) 7AM-7PM	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84.00	2.10
EMT - P/I (dedicated BI) 7AM-7PM	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84.00	2.10
MHP (Case Coord)		8.00	8.00	8.00	8.00	8.00		40.00	1.00
MHP Discharge Planner		8.00	8.00	8.00	8.00	8.00		40.00	1.00
MHP LPC/LCSW	16.00	16.00	16.00	16.00	16.00	16.00	16.00	112.00	2.80
Dental Asst		4.00	4.00	4.00	4.00	4.00		20.00	0.50
Admin Asst		8.00	8.00	8.00	8.00	8.00		40.00	1.00
Medical Records Clerk		8.00	8.00	8.00	8.00	8.00		40.00	1.00
Lab Tech (CMA)		8.00	8.00	8.00	8.00	8.00		40.00	1.00
Pharmacy Tech		8.00	8.00	8.00	8.00	8.00		40.00	1.00
Evening / Night Shift									
RN	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84.00	2.10
LVN	24.00	24.00	24.00	24.00	24.00	24.00	24.00	168.00	4.20
LVN - P/I (dedicated BI) 7p-7a	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84.00	2.10
EMT - P/I (dedicated BI) 7a-7p	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84.00	2.10
MHP LPC/LCSW	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40
Night Shift									
MHP LPC/LCSW	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40
Medical and Mental Health Providers									
Medical Director		4.00		4.00		4.00		12.00	0.30
Medical NP/PA		8.00	8.00	8.00	8.00	8.00		40.00	1.00
Psych NP/PA		8.00	8.00	8.00	8.00	8.00		40.00	1.00
Dentist		4.00	4.00	4.00	4.00	4.00		20.00	0.50
Total								1,516.00	37.90