

RESPONDENT NAME:

**REQUEST FOR PROPOSAL
INMATE MEDICAL SERVICES**



RFP 2022-09

DUE DATE: December 1, 2022

BY: 3:00P.M.

Hill County

80 N. Waco St.

Hillsboro, TX 76645

www.co.hill.tx.us

REQUEST FOR PROPOSALS (RFP)

Inmate Medical Services

For: Hill County Jail

I. Invitation to Submit Proposal and Pricing

The Hill County Commissioners Court requests sealed proposals for a comprehensive, health care delivery system at the Hill County Jail, located at 406 Hall St, Hillsboro TX.

It is the intent of Hill County to award a health care delivery system contract for a five-year term beginning January 1, 2023 and ending December 31, 2028. Hill County intends to include in the contract a right to automatically extend the term of the contract for additional one-year terms, provided such extensions are in the best interests of both parties.

Hill County reserves the right to reject, in whole or in part, any and all proposals received by reason of this Request for Proposals (RFP). Hill County will not pay for any information herein requested, nor will Hill County be responsible for any costs incurred by the Provider. All proposals shall become the property of Hill County upon submission. Hill County reserves the right to negotiate the final price subsequent to the submission of proposals, from the selected qualified Providers.

To be considered a valid proposal, each entity submitting a proposal (“Provider”) must assure receipt by Hill County of one original proposal and five duplicates at the following address not later than 3 p.m. local time, Thursday, December 1, 2022:

Submit All Proposals to:
Hill County Judge
80 N. Waco St
Hillsboro TX 76645
Phone: 254-582-4020 (for delivery)

II. Anticipated Schedule of Important Dates regarding RFP 2022-09

RFP Issued: October 11, 2022

Questions Due: November, 20, 2022 at 5:00 pm local time

Proposals Due: December 1, 2022 at 3:00 pm local time

Proposals to be Opened: December 1, 2022 at 3:15 p.m. local time

III. Questions

Questions concerning this RFP and any request to tour the facility must be directed to:

April Cook
Coordinator

Hill County Indigent Health Care
P.O. Box 984
Hillsboro, TX 76645

(254) 582-4065 (Office)

(254) 221-3962 (Cell)

IV. Definitions

1. Hill County Sheriff's Office (here forth referred to as "S.O.") – The department and staff responsible for oversight of the Hill County Detention System that includes the Hill County Jail located at 406 Hall Street, Hillsboro, TX 76645.
2. Hill County Jail (here forth referred to as "Jail") – Hill County detention facility.
3. Provider – Any entity that intends to submit a proposal in compliance with this Request for Proposal for medical services.
4. The term "medical care or medical services" shall include, health, medical, psychiatric, psychological or dental care.
5. National Commission on Correctional Health Care (here forth referred to as "NCCHC") - an independent, non-profit organization dedicated to improving the standard of care in the field of correctional health care in the United States.
6. Texas Department of Health (here forth referred to as "TDH") – Governing State agency for Health Services.
7. Texas Commission on Jail Standards (here forth referred to as "TCJS") – the State of Texas agency that oversees county jails to ensure standards of construction and operation.
8. The American Correctional Association (here forth referred to as "ACA" – a private accrediting body for the corrections industry.

V. Pre-Proposal Conference

A pre-proposal conference can be scheduled to respond to all inquiries with regards to this project. To schedule a pre-proposal conference at the Hill County Jail, located at 406 Hall St, Hillsboro, TX. Contact April Cook, 254-582-4065, acook@co.hill.tx.us. An onsite tour will immediately follow the conference. The pre-proposal conference will be the only opportunity for prospective vendors to visit the facility(s).

VI. General Information Regarding Inmates and Facilities

1. Facilities:

A) Jail

Hill County has a 203 bed jail located at 406 Hall St. Hillsboro, TX 76645.

2. **Jail Data**

A) Inmate Population

The average inmate population is approximately 152 inmates at the Hill County Jail, with an average of 5 bookings per day. There have been occasions when there have been spikes in the number, and the population has risen to as high as 187. Approximately 19% of the inmate population is comprised of female inmates.

Calendar Year	Total Bookings
2019	1829
2020	1303
2021	1392
2022 (Up To 10/5/2022)	1064

Calendar Year	Average Daily Population
2019	138
2020	141
2021	164
2022 (Up To 10/5/2022)	165

B) Jail Medical Budget

Hill County now contract's out for all staff positions and all costs for medical services at the jail. Services include all in house medical, physicians, pharmaceutical and outside medical care. Medical services were last contracted at a price of \$366, 241.92

VII. Standards Governing Hill County's Provision of Medical Care to Inmates

Medical care and services are to be provided and performed in accordance with all applicable medical standards, including, without limitation, The Texas Medical Practices Act. The medical services provider must ensure that all medical care and services to be performed and provided by it are provided by persons who are fully qualified and appropriately licensed, certified or registered in the State of Texas.

Hill County has a statutory and constitutional duty and responsibility to provide inmates access to adequate medical care while the inmates are incarcerated. Along with its obligation to provide access to medical care to inmates is an obligation by Hill County to maintain cost effective services and to encourage the proper use of medical care services made available by it. Consistent with its obligations, Hill County seeks to provide inmates access to reasonable medical care which would be available to inmates were they not incarcerated. Hill County seeks to provide a quality health care program that meets applicable County, State and Federal standards, including, without limitation (Texas Commission on Jail Standards of Health Services, Texas Administrative Code – Title 37, Part 9 and Chapter 273).

VIII. Minimum Qualifications

1. The provider shall be authorized, licensed and insured to perform medical, dental, and/or mental health services by the State of Texas;
2. The Provider must be organized and exist for the primary purpose of correctional health care services;
3. The provider should have at least five (5) years of corporate experience (not individual experience) in administering correctional health care programs and at least three (3) current contracts with separate agencies having jails consisting of 150-500 beds.
4. Upon commencement of services, the Provider must be able to immediately meet and maintain Texas Commission on Jail Standards (TCJS), the American Correctional Association (ACA) and the National Commission on Correctional Health Care (NCCHC).
5. The Provider must carry medical professional liability insurance in minimum amounts of \$1,000,000 per occurrence and \$3,000,000 in aggregate annually. If “claims made” is provided, five (5) year “tail” coverage must be in force.
6. All proposed staff performing services under this contract in which a medical, dental or mental health license is required by the State of Texas, shall be so licensed.
7. Provider shall have a current, functioning Electronic Medical Records System that will go “Live” on the 1st day of contracted period.

IX. Scope of Medical Care and Services Sought

Hill County is seeking a medical services provider partner who will offer quality health services and related administrative services for County inmates. The medical services provider shall be responsible for hiring, employing and supervising all persons necessary for providing the required medical care. By the term “medical care” Hill County refers to treatment and management of physical and mental (Psychiatric and psychological) well-being of inmates through services offered by medical nursing and health professionals. Hill County is willing to accept alternate recommendations based on experience in correctional health care settings.

X. On Site Medical Services

1. Health Services Plan

The Jail shall have and implement a written plan, approved by the Commission, for inmate medical, mental, and dental services. The medical services provider shall assist the Jail in developing, implementing and carrying out that plan. The plan shall provide procedures for:

- a. Regularly scheduled sick calls;
- b. Referral for medical, mental, and dental services;
- c. Efficient and prompt care for acute and emergency situations;
- d. Long-term, convalescent, and care necessary for disabled inmates;

- e. The control, distribution, secured storage, inventory, and disposal of prescriptions, syringes, needles, and hazardous waste containers;
- f. The distribution of prescriptions in accordance with written instructions from a physician by an appropriate person designated by the sheriff/operator;
- g. The control, distribution, and secured storage of over-the-counter medications;
- h. The rights of inmates to refuse health care in accordance with informed consent standards for certain treatments and procedures;
- i. All examinations, treatments, and other procedures to be performed in a reasonable and dignified manner and place; and
- j. Availability of adequate first aid equipment and patient evacuation equipment on hand at all times.

2. **Health Records**

- a. The medical services provider shall have procedures and shall maintain a separate health record on each inmate. It is the County's desire that all medical records be maintained electronically to facilitate ease of access at all jail facilities and reduce the file storage requirements. The record shall include a health screening procedure administered by the health care provider or by a trained booking officer upon admission of the inmate to the facility and shall cover, but shall not be limited to, the following items:
 - i. Health History;
 - ii. Current Illnesses (Prescriptions, special diets, therapy, etc...);
 - iii. Current medical, mental, and dental care and treatment;
 - iv. Behavioral observation, including state of consciousness and mental status;
 - v. Inventory of body deformities, ease of movement, markings, condition of body orifices, and presence of lice and vermin.
- b. 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.
- c. 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.
- d. Each facility shall report to the Texas Department of Health (TDH) the release of an inmate who is receiving treatment for tuberculosis in accordance with TDH Guidelines.
- e. Upon admission of an inmate into the jail, the medical service provider shall document the inmate's medical condition and mental health observations. The medical service provider shall document any prescription medication brought in with the inmate. All records of any subsequent findings, diagnosis, treatments, dispositions, special housing, distribution of medications and the name of any institution to which the inmate's medical record has been sent will be maintained in the inmate's medical file.
- f. Provider is expected to keep medical records in compliance with the health insurance portability and accountability act of 1996.

3. **Intake Screening**

The medical services provider shall perform an intake screening on incoming inmates upon admission to Hill County Jail. Individuals brought into the Jail to be placed in custody must be medically cleared prior to booking. The screening will identify those individuals with medical conditions, mental disorders, inmates in need of segregation or close supervision, and those with suicidal tendencies. Inmates will be booked and committed into the correctional facility 24 hours a day, seven days a week.

There is an average of five (5) intakes per day. Each inmate receives an intake screening upon their arrival. The intake screening form will be developed by the provider and will include, at a minimum, all pertinent information to meet and or exceed NCCHC standards.

The screening examination should include, at a minimum, verification of medical insurance/ Medicaid/ Medicare and documentation of the following as required by Texas Commission on Jail Standards:

- a. Inquiry into current illnesses, health problems, and conditions, including:
 - i. Documentation of any past history of tuberculosis or other infectious or communicable illness, or symptoms- e.g., chronic cough, hemoptysis (spitting up blood), lethargy, weakness, weight loss, loss of appetite, fever, night sweats - suggestive of such illness;
 - ii. Immediate health needs are identified and addressed, including but not limited to, finger sticks for diabetics, blood pressure checks, etc Potentially infectious inmates are isolated according to protocol;
 - iii. Mental health/retardation problems including suicidal ideation and;
 - iv. Dental problems;
 - v. Allergies
 - vi. Medications taken and special health (including dietary) requirements;
 - vii. For women, date of last menstrual period, current gynecological problems, and pregnancy;
 - viii. Use of alcohol and other drugs, including types, methods (including needle sharing), date or time of last use, and problems that may have occurred after ceasing use (e.g. convulsions); and
 - ix. Other health problems designated by the medical service provider.
- b. Observation of the following:
 - i. Behavior, which includes state of consciousness, mental status (including suicidal ideation), appearance, conduct, tremors, and sweating;
 - ii. Body deformities and ease of movement;
 - iii. Persistent cough or lethargy; and
 - iv. Condition of skin and body orifices, including scars, tattoos, bruises, lesions, jaundice, rashes, infestations, and needle marks or other indications of drug abuse.
- c. When clinically indicated, there is an immediate referral to an appropriate health care service.

- d. Notation of the disposition of the inmate, such as immediate referral to an appropriate health care service, approval for placement in the general inmate population with later referral to an appropriate health care service, or approval for placement in the general inmate population.
- e. Documentation of date and time when referral/placement actually takes place.
- f. Assign the inmate a health classification for housing placement and work assignments.
- g. The findings of the intake screening will be recorded on the intake screening form and entered into the inmate's medical record. Appropriate disposition, based on the findings of the intake screening shall occur and be documented.

4. **Comprehensive Health Assessment**

A licensed physician or other appropriate health care professional shall complete a health assessment within seventy – two (72) hours of admission to the Jail on inmates anticipated to have an extended incarceration period.

The health assessment should include the following, as appropriate:

1. A review of the intake screening results and the collection of additional data to complete the medical, dental and mental health histories;
2. Laboratory and/or diagnostic tests to detect communicable diseases, including sexually transmitted diseases and tuberculosis, and other tests as determined by the responsible physician upon consultation with and approval by the local public health authority;
3. Recording of height, weight, pulse, blood pressure, and temperature;
4. A physical examination including comments about mental status;
5. The health assessment of females will also include the inquiry about menstrual cycle, unusual bleeding, the current use of contraceptives medications, the presence of an IUD or other contraceptive implant, breast masses and nipple discharge, and possible pregnancy.
6. Initiation of therapy and immunizations when appropriate;
7. Oral (dental) history, including instruction on oral hygiene and oral health education;
8. A structured interview in which inquiries are made in the following items:
 - i. History of hospitalization and outpatient treatment;
 - ii. Current psychotropic medication;
 - iii. Suicidal ideation and history of suicidal behavior;
 - iv. Drug usage;
 - v. Alcohol usage;
 - vi. History of sex offenses;
 - vii. History of expressively violent behavior;
 - viii. History of victimization due to criminal violence;
 - ix. Special education placement and history of cerebral trauma or seizures; and
 - x. Emotional response to incarceration
9. Any abnormal results of the health Assessment shall be reviewed by a physician for appropriate disposition.

5. Inmate Requests for Health Care Service

The medical services provider shall establish policies and procedures for handling and responding to inmate requests for health care services. Medical service provider policies and procedures shall be subject to review by Hill County Jail Administrator.

Inmates will have the opportunity to request health care services daily. Inmates request services orally or in writing. Health care personnel will review the requests and determine the appropriate course of action to be taken to include immediate intervention or scheduling for nursing sick call or a provider evaluation.

The medical services provider will determine the process to be used for collecting, triaging and responding to inmate requests for health care services. Sick call will be held a minimum of seven (7) days per week.

6. Segregation Rounds

Provider shall perform rounds on inmates who are segregated from the general population (whether for disciplinary, administrative, or protective reasons) to determine the inmate's health status and to ensure access to health care services, a minimum of three (3) times a week. A record of the segregation rounds will be maintained and clinical encounters will be noted in the inmate's health record.

7. Female Inmate Health Care

Provider will be responsible for the provision of medically necessary health services to the female inmate population.

Provider will establish policies and procedures specific to the health care of pregnant inmates.

8. Medication Management

Provider shall provide a pharmaceutical program in accordance with Federal, State, and local laws that meets the needs of the inmate population. Medications shall be administered to inmates as prescribed. Appropriately trained health care professionals or appropriately trained (by Provider) Jail staff will administer medications and the administration of each dose will be documented. The pharmaceutical program will also include guidelines for administering medications to those inmates scheduled to be temporarily out of the Jail (e.g.; for Court appearances).

The Provider's pharmaceutical program will address, at a minimum, the following:

- a. Medication ordering process.
- b. Routine/non-urgent medications shall be administered within 24 hours of physician's order with urgent medication provided as required and ordered by physician.

- c. Documentation of inmate education addressing potential medication side effects.
- d. Documentation of medication administration to inmates utilizing the medication administration record.
- e. Documentation of an inmate's refusal to take the prescribed medication.
- f. Requirements for in person physician evaluations prior to the renewal of medication orders to include psychotropic medications. The re-evaluation will be documented in the inmate's health record.
- g. Management of a cost-effective formulary to be used by medical staff when prescribing medication.

Medications will be maintained under proper conditions and in a secure area. A log indicating the use of stock medications will be maintained. The Provider shall establish policies and procedures for the removal and disposal of any and all outdated, unneeded, or surplus medications.

Incoming inmates with active prescriptions from a licensed physician will be screened by medical staff and approved prescription drugs will be issued accordingly. Outdated prescriptions will be referred to the jail physician.

9. Mental Disabilities/Suicide Prevention Plan

- a. The medical service provider shall become familiar with and comply with the Mental Disabilities/Suicide Prevention Plan of the Jail, in coordination with other medical and mental health officials, and as approved by the Texas Commission.
- b. Screening Instrument: An approved mental disabilities/suicide prevention screening instrument shall be completed immediately on all inmates admitted.
- c. Mental History Check. The medical health provider shall:
 - i. Check each inmate upon intake into the jail against the Department of State Health Services CCQ system to determine if the inmate has previously received state mental healthcare, unless the inmate is being housed as an out of state inmate or a federal inmate on a contractual basis;
 - ii. Maintain documentation to be available for inspection stating information for each inmate designated in paragraph (1) of this subsection was submitted for CCQ system checks; and
 - iii. Include any relevant mental health information on the mental health screening instrument and, if the inmate is sentenced to the Department of Criminal Justice, on the Uniform Health Status form.

10. Tuberculosis Screening Plan

Provider shall become familiar with and execute the provisions of the current plan for tuberculosis screening tests of employees, volunteers, and inmates. The tuberculosis screening plan shall be developed and implemented in accordance Texas Health and Safety Code and shall be approved by the Tuberculosis Elimination Division, Texas Department of Health prior to use. The plan shall be made available to the Commission upon request.

The provider shall develop a TB surveillance, treatment and monitoring program.

11. Infectious Disease

The Provider shall establish policy and procedures for the care and handling of inmates diagnosed with an infectious disease, chronic illness or other special health care needs. The medical services provider shall provide an infection control program that focuses on surveillance, prevention, treatment and reporting.

12. Chronic Illness and Special Needs Inmates

The medical services provider shall establish a plan for the identification, treatment and monitoring of inmates with chronic illnesses and special health care needs. Upon identification of an inmate with a special health care need the inmate will be referred, if appropriate, to a health care professional in a specialized area of specialty or subspecialty, so that a special needs treatment plan can be established to guide the care of an inmate with special needs.

13. Emergency Services

The medical services provider will help maintain policies and establish procedures to address emergency situations. The emergency policies will provide for immediate response by the health staff to stabilize the inmate. Emergency services to include first aid and cardiopulmonary resuscitation services will be provided on-site 24-hours a day, staffed as the medical services provider and County Jail administration jointly determine appropriate. The medical services provider will establish protocols for after-hours care. An appropriate balance of MD, mid-level provider (NP/PA), RN or other appropriate health care provider will be available to provide services within their respective scope of practice and/or according to physician orders. Ideally, the medical service provider will staff the facility with RNs who have prior ED/patient triage experience, to facilitate the determination of what care can be safely provided on-site and what conditions warrant transfer to an off-site provider.

Necessary and common on-site emergency services provided 24-hours a day by the medical services provider should include the following, as appropriate:

- a. Superficial injuries where closure with steri-strips or minor suturing are required;
- b. Treatment of contusions, sprains, strains or other minor injuries;
- c. Mild, closed, asymptomatic trauma to the head where observation is appropriate; and
- d. Other treatment and minor procedures

The Jail's shift supervisor will be notified when off-site emergency transfers are required to facilitate the coordination of the transfer.

The medical services provider will report emergency transfers to the Correctional Facility Administrator or his/her designee. The report should indicate, at a minimum:

- a. Inmate name and identification number;
- b. Date and time the emergency service was requested;
- c. Date and time emergency service was initiated;

- d. Nature of emergency;
- e. Date and time the inmate left the Jail; and
- f. Current and final disposition.

14. Emergency Response Plan

Provider will establish policies and procedures to address the health aspects of the emergency response plan. The related policies and procedures will be approved by the Jail Administrator and the Indigent Health Care Coordinator and include:

- a. Responsibilities of health staff;
- b. Procedures for triage;
- c. Predetermination of the site for care;
- d. Telephone numbers and procedures for calling health staff and the community emergency response system (e.g. hospitals, ambulances, etc...);
- e. Procedures of evacuating patients; and
- f. Alternate backups for each of the plan's elements.

The health aspects of the emergency plan will be tested or drilled. The drills will be observed and critiqued in a written report by the Jail Administrator and the Indigent Health Care Coordinator.

15. Nutritional Services

Provider will be responsible for cooperating with the established food service program to ensure the provision of medically necessary diets. The following diets may be ordered from food service:

- Mechanical soft (chewing problem, digestive problem)
- Low sodium
- ADA Diabetic (specify number of calories)
- Full liquid
- Clear liquid

16. Diagnostic Services

- a. ***Laboratory Services*** - Laboratory, x-ray and EKG diagnostic services shall be provided in the community through agreements with the medical services provider. The medical services provider will provide equipment and supplies to perform on-site laboratory testing as required. With regard to lab services, the medical services provider shall be responsible for all lab services including requisitions, supplies, and results reporting. Lab services can be contracted out by the medical services provider and include all routine and reference tests. Stat lab services shall be available with a two-hour turnaround time. In the event that the results are not available within the proscribed two-hour window, the on-call or site physician shall make the determination as to whether the inmate should be taken off-site to a local hospital. If the lab contract is unable to accomplish the stat two-hour requirement, the medical services provider shall secure such services through a local lab or hospital.

- b. ***Phlebotomy*** - Nursing staff shall be trained in phlebotomy services. Needles and syringes in daily use shall be accounted for on a perpetual inventory basis with documentation and tracking of the use of each sharp. Lab services, including HIV and sexually transmitted diseases, are NOT available to the medical services provider through the state's health department; thus, the medical services provider is responsible for all lab testing conducted by health services staff. Lab services shall be provided by a fully licensed and accredited facility with qualified and credentialed medical technologist and board-certified pathologist staff.
- c. ***Other Specialty Services*** - Other diagnostic services such as mammography, CT scans, MRI, ultrasound, fluoroscopy, EEG, EMG, etc., shall be provided in the community through agreements with the medical services provider.

XI. Off-Site Referrals to Providers

Provider shall establish policies and procedures for referring inmates to specialty care providers when determined necessary by the medical services provider. The medical services provider will coordinate arrangements for off-site care with the appropriate Jail staff for the transportation of inmates to health care services which are off-site.

Provider will be responsible for determining the medical necessity of off-site medical services.

Each off-site referral will result in a legible consultation/treatment report from the Off-Site Provider to be filed in the inmate's medical record. Provider will review the consultant report. This legible report will contain:

- Reason for consult;
- Appropriate exam/lab findings;
- Diagnosis;
- Treatment plan(s); and
- Follow-up appointment (if necessary).

Recommendations involving any special procedures or non-routine follow-up(s) will be communicated between the Off-Site Provider and the On-site Provider.

Provider shall generate and provide the Jail Administrator and the Indigent Health Care Coordinator a monthly report of specialty care referrals. The report should indicate, at a minimum:

- Date and time initial medical and/or after-hours medical request was received;
- Inmate name and identification number;
- Date and time of examination by a physician;
- Date and time referral was made; and
- Current and final disposition.

XII. On-Site Medical Services for Jail Staff

Provider shall provide the following services for Jail Staff:

- Annual tuberculin skin testing and referral as appropriate;
- Emergency intervention for on-site injuries; and
- Health education

The Provider will not be responsible for the provision of routine health services to Jail Staff. However, health staff will provide on-site emergency intervention for staff, inmates, and visitors when necessary. The Provider shall provide jail personnel with ongoing structured health education to include infectious disease, management of emergency situations including but not limited to cardiopulmonary resuscitation and other emergency related topics.

XIII. Quality Assurance Programs

The provider shall advise Hill County of frequency, methodologies, metrics, tools and mechanisms which will be used by the Provider to report the quality of care provided to inmates. Also, periodic self-audits are necessary and the Provider shall inform Hill County of what controls will be in place to meet applicable federal, state and Hill County standards to provide quality care to the County Jail residents.

Provider comments should address the following:

1. Formulating QA objectives;
2. Defining scope of QA activities;
3. Specifying the QA process;
4. Organizational responsibility; and
5. Assessing the effectiveness of the QA program

XIV. Inmate Complaint/Grievance Procedure

The Provider shall establish policies and procedures that address the handling of inmate complaints related to health services to include a process for appeals.

The Provider shall develop a system of tracking complaints from receipt to resolution. The Provider shall respond to grievances within five days of receipt.

The Provider shall generate and provide to the Jail Administrator a monthly report of complaints received. The reports should include, at a minimum, inmate name and identification number, date the complaint was received, complaint description, date of response, and a brief description of the resolution.

XV. Utilization Management and Cost Containment

The Hill County Jail will utilize local hospitals for offsite emergency treatment services. The Provider will establish a utilization management program for the review and analysis of on-site medical services and off-site referrals to providers, including sub-specialty and inpatient stays. The program will include

non-urgent hospitalization pre-certification, concurrent hospitalization review, discharge planning, and prior authorization of targeted procedures.

The utilization management program will demonstrate that the use of off-site services has been appropriate (medically indicated) and that the length of stay (if applicable) is neither longer nor shorter than medically indicated.

The Provider will specify and describe a detailed plan outlining how cost savings will be achieved.

XVI. Related Services

The related services being sought include, but are not limited to:

1. Administrative Support Services

For vendor-employed staffing, the Provider would need to provide all of its own administrative support. Basic office hardware will be provided including workspace, computer(s) and copy and fax machines. The medical services provider should provide a projection of its needs for administrative staff and workspace.

Hill County reserves the right to be involved in the selection process of the Medical Director chosen to oversee the day-to-day medical care operations of Hill County's jail.

2. General Reporting of Services Provided and Coordination of Updates to Hill County

Hill County requires periodic performance updates with the health services vendor to include reporting on clinical outcomes, quality assurance, and pharmacy management and costs. An executive summary management dashboard should be developed and shared with Hill County on a regular basis.

3. Mental Health Component

An important component of the medical services which Hill County provides to its inmates is mental health care. Provider shall identify the need, schedule and coordinate psychiatric, psychological and counseling services rendered to inmates incarcerated at the Hill County Jail. At a minimum this shall include the following:

- A psychiatrist should be on call 24 hours a day for emergency situations.
- Provider shall be responsible for the referral of any inmate to the mental health system, for documenting its reasons for referral and for providing records and information required by the mental health system to maintain "continuity of care".

XVII. Contract Administration

The Provider will have the capability to supervise and monitor the on-site program at the Jail from a centralized office. The Provider will demonstrate its ability to provide a system of on-going technical and medical support to on-site personnel.

The Provider will demonstrate the ability to prepare and implement protocols, policies, and procedures that comply with Texas state standards and requirements set forth herein. The

Provider shall provide a comprehensive internal quality improvement program, which includes conducting an on-going evaluation of compliance with its policies and procedures, with monitoring results documented and reported on a quarterly basis to the Jail Administrator and the Indigent Health Care Coordinator

The Provider will compile monthly statistical utilization reports of services provided, which are to be used to create quarterly service reports to the Jail Administrator and the Indigent Health Care Coordinator. The Provider will describe the methods to be used in implementing a management information system for collecting and analyzing trends in the utilization of the medical services provided.

XVIII. Staffing

The Provider proposal will include a proposed staffing plan. Each position will include a post assignment/title and the hours to be worked.

The Jail will pay for those positions that are filled. The proposed staffing plan is subject to the approval of the Indigent Health Care Coordinator. Monthly payments will reflect the positions filled as they relate to the approved staffing plan. The Provider will reimburse the Jail for actual costs (salary and fringe) for staff positions that remain unfilled.

1. Contract Length

The Provider shall furnish labor, materials, and supplies necessary to provide complete health services to inmates, as per the accepted proposal and contract, for a period of five (5) years. The Agreement will be confirmed in a written agreement executed by duly authorized representatives of both parties.

The contract renewal will be at the same terms and conditions, unless otherwise agreed to by both parties.

2. Termination of Contract

- a. The Jail Administrator and the Indigent Health Care Coordinator will have the authority to submit a written recommendation to terminate the contract for default to include unreasonable nonperformance. This recommendation shall be supported through specific documented instances. The Jail Administrator and Indigent Health Care Coordinator will both be required to agree on recommendation. The Provider will be provided with an opportunity to cure the conditions within a specified and reasonable time period. If the conditions are cured, no termination shall occur.
- b. Either party shall have the option to terminate the contract without cause based upon 90 days written notice.

3. Damages

The Indigent Health Care Coordinator has the right to seek damages from the Provider for non-compliance and/or performance in the execution of this contract. Upon contract award the Provider and Hill County will negotiate the methodology to determine and assess identified damages for non-compliance and/or performance.

4. **Insurance Requirements**

Upon award of this contract, entry into a contract is expressly conditioned upon the medical services provider providing Hill County with certificates of insurance indicating that the insurance requirements below listed are in force and have been satisfied.

a. **Hold Harmless Agreement**

The Provider shall defend indemnify and hold harmless the Hill County Jail, and Hill County and their representatives from and against all losses and claims, demands, suits, actions, payments, and judgments arising from personal injury or otherwise, brought or recovered by reason of any negligent or wrongful act or omission of the medical services provider, its agents, servants, or employees, in the execution of the contracted work.

b. **Instructions**

The Provider shall not commence work under this contract until the Provider has obtained all insurance required under this section and such insurance has been approved by the Indigent Health Care Coordinator, nor shall the Provider allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Certificates of insurance shall have the Jail named as "Additional Named Insured" for the proposed work.

i. **Workers' Compensation Insurance and Employer's Liability Insurance**

The Provider shall take out and maintain during the life of this contract the applicable statutory Workers' Compensation Insurance with an insurance company authorized to write such insurance in the State of Texas and in all states covering all the medical services provider's employees, and in the case of any work sublet, the Provider shall require the Provider's subcontractors similarly to provide statutory Workers Compensation Insurance for the subcontractor's employees. The Provider shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$500,000 per accident/injury by an authorized insurance company.

ii. **Commercial General Liability Insurance**

The Provider shall maintain during the life of this contract such Commercial General Liability Insurance as shall protect the Provider against claims for damages resulting from bodily injury, including wrongful death and property damage, which may arise from operations under this contract whether such

operations be by the Provider or by any Provider subcontractor. The minimum acceptable limits of liability to be provided by such General Liability Insurance shall be as follows:

- Each Occurrence \$1,000,000
- Annual Aggregate \$3,000,000

iii. **Professional Liability Insurance**

The Provider shall maintain during the life of this contract such Professional Liability Insurance as shall protect the Provider against claims for damages resulting from medical incidents which may arise from operations under this contract, whether such operations be by the Provider, or the Provider staff. The minimum acceptable limits of liability to be provided by such Professional Liability Insurance shall be as follows:

- Each Occurrence \$1,000,000
- Annual Aggregate \$3,000,000

iv. **Certificate of Insurance**

The Provider shall furnish the Jail Administrator and Indigent Health Care Coordinator with a copy of the certificate(s) of insurance evidencing policies required as listed above. Such certificate(s) shall specifically indicate that the insurance coverage includes all extensions of coverage required in those paragraphs. The Provider shall give the Jail Administrator and Indigent Health Care Coordinator at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the insurance policies. If coverage on said certificate(s) is shown to expire prior to completion of all terms of this contract, the Provider shall furnish a certificate of insurance evidencing renewal of such coverage to the Jail Administrator and the Indigent Health Care Coordinator. The certificates of insurance shall clearly show this contract number.

v. **Subcontractor's Insurance**

The Provider shall require each Provider subcontractor to take out and maintain during the life of the subcontract the same insurance coverage required for Provider, including the extensions of coverage required under those paragraphs. The Indigent Health Care Coordinator, depending on the particular service being performed by the subcontractor may grant exceptions. Each subcontractor shall furnish to the medical services provider two (2) copies of a certificate of insurance, and such certificate shall contain the same information required above. The Provider shall furnish one copy of the certificate to the Jail Administrator and one copy to the Indigent Health Care Coordinator.

5. Information Submitted Subject to Public Disclosure

Proposals submitted in the public procurement process are subject to disclosure in accordance with applicable state law, including the Open Records Act. Therefore, Hill County cannot assume that information submitted will not be disclosed to the public. Therefore, protection of any trade secrets or specific proprietary information will be requested prior to or upon submission of the data or materials. Provider will identify the specific information to be protected and state the reasons why protection is necessary.

6. Non-Discrimination

The Provider will agree to comply with the policies of the Jail and the state and local laws including those prohibiting discrimination based on race, religion, color, sex, age, disability, veteran's status or national origin.

XVIV. Form and Date for Response

1. Requested Response Date

If, after reviewing this document, your organization has an interest in moving forward with Hill County to explore serving as the provider of medical care to Hill County Jail, please provide requested number of proposals to Hill County, Commissioner's Court, 80 N. Waco Street, Hillsboro, Texas 76645 by Thursday, December 1, 2022 no later than 3:00 p.m. (Central Time). Any such response should be clearly labeled, RFP 2022-09 Request for Proposal of Inmate Medical Services at Hill County Jail."

2. Substance and Format of Written Response

a. Proposal Format

The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated. Proposals shall not exceed 70 pages.

- Cover Page
- Letter of transmittal
- Table of Contents
- Proposal Narrative- Statement of Work
- References
- Cost

b. Cover Page

Each proposal must have the County's Proposal Schedule Form as the cover page.

c. Letter of Transmittal

A Letter of Transmittal must accompany each proposal.

The Letter of Transmittal must be on official business letterhead:

- Identify the applicant organization and contact person;
- Identify the name and title of the person authorized by the organization to contractually obligate the organization;
- Identify the legal status of the submitting organization (proprietorship, corporation, non/for-profit, etc.);
- Identify the name, title, telephone, email and FAX number of the person to be contacted for clarification;
- Explicitly indicate acceptance of all requirements of the RFP;
- A statement that the proposal is valid for 90 days; and
- Signature of the individual authorized to bind the company in any contract with the County.

d. Table of Contents

Immediately following the letter of transmittal, the applicant is required to provide a Table of Contents that identifies all subsequent sections and pages.

e. Proposal Narrative – Statement of Work

Describe your organization’s qualifications and experience in providing correctional health care.

1. Demonstration that the provider meets the “Minimum Qualifications” section of this RFP.
2. Company history – Specify the date organized for providing health care services in correctional facilities. Include a brief history of the organization, management structure, current services provided, target populations serviced, and any other relevant information pertinent to demonstrating the company’s capability and interest in providing services to Hill County.
3. List company’s experience in providing correctional health care. Include number of employees currently employed, annualized dollars of payroll, and number of years in business.
4. Sufficient information concerning the program for Hill County to evaluate whether or not the Provider meets the minimum qualifications for all providers and the job description of the individual who will be the on-site Program Administrator or Medical Director if proposed.
5. Demonstrate that the Provider has the willingness and ability to comply with the Standards for Health Services in Jails as established by the NCCHC.
6. Provider must list by name, address and administrator all correctional institutions where the provider is providing medical care. Also include inmate population, the length of each contract, and the number of those facilities listed that the provider has taken through NCCHC or ACA accreditation.
7. Proposal must contain a letter of intent from an insurance company authorized to do business in the State of Texas stating its willingness to insure the provider pursuant to the terms of this contract.

8. Proposal must include a full and complete staffing matrix and organization chart and explain how medical care for inmates within the Hill County Jail will be delivered.
9. Copies of the forms utilized in the provision of services must be provided.
10. Copy of the actual Table of Contents from the Health Care Policies and Procedure Manual from the Provider.
11. Within thirty (30) days after notice of acceptance of proposal, Provider must provide a Performance Bond for 100 percent of the first year contract amount. The surety company must be licensed in the State of Texas. The provider must maintain a Performance Bond in the amount stated above for the duration of the contract.
12. Proposal must identify any correctional health care lawsuits defended over the past five (5) years and list the following details for each lawsuit:
 - i. Case name and docket number
 - ii. Names of plaintiff(s) and defendant(s)
 - iii. Names and addresses of all counsel appearing
 - iv. Nature of claim
 - v. Status of case, including any settlements or judgements
 - vi. Proposal must identify any correctional health care contracts terminated before the expiration date either by the agency or by the Provider.
13. Proposal must list the correctional health care accounts that the Provider has done business with in the past five (5) years but are no longer under contract with.
14. Proposal must list any penalties the Provider has paid or had deducted from any contracts in the past eighteen (18) months.

g. References

Provide a minimum of three (3) agencies in which the Provider is currently providing correctional health care services. References must be provided for an inmate population under 500. List agency name, address, contact name, phone number and/or e-mail.

h. Cost

Provider shall submit their prices according to the following format. Failure to submit all information requested will result in the proposal being considered non-responsive. Providers are required to guarantee prices for the first year of the contract. Subsequent years will be negotiated between the County and the Provider.

Service providers will be paid on a monthly basis **after** services have been delivered. Adjustments for staffing and per diem will be made on a quarterly basis.

- i. Service provider shall include an annual cost of the contract and an inflationary formula based on the medical CPI for this region.
- ii. Service provider shall base contract pricing on an average daily population cap of 180. Provider shall also include population increase rates per inmate per day.

- iii. Salary information. Please list the following for each category of health provider in the staffing matrix, i.e. RN, LVN, Physician, etc...

Item	Health Professional	Hourly Salary	Hourly Salary with Benefits	Annual Salary with Benefits
1.				

- iv. Equipment. Please list any equipment you plan to purchase for this contract.

Item	Description	Estimated Cost

- v. Provide a separate line item cost for pharmaceutical services.
- vi. Provide a separate line item for mental health services.

3. Proposal Evaluation Criteria

Each proposal will be evaluated and reviewed for demonstrated competence and qualifications by an Evaluation Committee consisting of the Indigent Health Care Coordinator, the Jail Administrator, the Hill County Judge and the four (4) Hill County Commissioners. In making such evaluation, the committee will be guided by the following point system that has 100 points as the maximum total:

- a. Prior corporate or professional experience relating to correctional health care services – up to twenty (20) points
- b. Technical proposal – up to thirty (30) points
- c. Recruitment and Staffing Plan – up to twenty (20) points
- d. References – Up to ten (10) points
- e. Cost – Up to twenty (20) points

4. Oral Presentation

Selected service providers who have submitted responsive proposals may be invited to make an oral presentation. Service providers will be notified regarding the dates and times of their presentations. Each presentation shall not exceed one (1) hour. Service providers shall be prepared to send qualified personnel to discuss technical and contractual aspects of the proposal. Changes to the proposal will not be permitted during the oral presentation.

5. Evaluation

The County reserves the right to negotiate with any responsive providers. The County further reserves the right to request Best and Final Offers from two (2) or more providers.

6. Award of Contract

The award of the contract shall be made after negotiations on the basis of demonstrated competence and qualifications to perform the services called for herein at a fair and reasonable price.

BID SIGNATURE FORM

The undersigned agrees this Bid becomes the property of Hill County after the official opening.

The undersigned affirms that they are duly authorized to execute a contract, that this Bid has not been prepared in collusion with any other Respondent, nor any employee of Hill County, and that the contents of this Bid have not been communicated to any other Respondent or to any employee of Hill County prior to the official opening.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this SFB package. Failure to sign and return this form will result in the rejection of the entire Bid.

Signature

X _____

Authorized Representative

NAME AND ADDRESS OF COMPANY:

Date _____

Name _____

Title _____

Tel. No. _____

Fax No. _____

E-Mail Address: _____

AFTER HOURS EMERGENCY CONTACT:

Name: _____ Tel. No. _____

THIS FORM MUST BE SIGNED.



Did you sign your Bid and/or your addendum? If not, your Bid will be rejected

EXHIBIT "A"

CERTIFICATION OF ELIGIBILITY **(This provision applies if the anticipated contract exceeds \$25,000)**

By submitting a Bid in response to this solicitation, the Respondent certifies that at the time of submission, he/she is **NOT** on the **State of Texas** or the **Federal Government's** list of suspended, ineligible, or debarred bidders.

In the event of placement on the list between the time of Bid submission and time of award, the Respondent will notify the Hill County Auditor. Failure to do so may result in terminating this contract for default.

Signature

X _____

Authorized Representative

COMPLIANCE WITH FEDERAL AND STATE LAWS HB 1295

CERTIFICATION OF ELIGIBILITY

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

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

DISCLOSURE OF INTERESTED PARTIES

By submitting a bid or Bid in response to this solicitation, the Bidder/Respondent agrees to comply with HB 1295, Government Code 2252.908. Bidder/Respondent agrees to provide the Hill County Auditor the "Certificate of Interested Parties," Form 1295 as required, within **ten (10)** business days from notification of pending award, renewal, amended or extended contract.

Visit https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm for more information.

Signature
Authorized Representative

VENDOR REFERENCES

Please list references of past and current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this Bid. ***THIS FORM MUST BE RETURNED WITH YOUR BID.***

REFERENCE ONE:

GOVERNMENT /COMPANY/BUSINESS NAME:	
ADDRESS/CITY/STATE/ZIP:	
CONTACT NAME/TITLE:	
BUSINESS PHONE/FAX:	
CONTRACT PERIOD:	SCOPE OF WORK:

REFERENCE TWO:

GOVERNMENT /COMPANY/BUSINESS NAME:	
ADDRESS/CITY/STATE/ZIP:	
CONTACT NAME/TITLE:	
BUSINESS PHONE/FAX:	
CONTRACT PERIOD:	SCOPE OF WORK:

REFERENCE THREE:

GOVERNMENT /COMPANY/BUSINESS NAME:	
ADDRESS/CITY/STATE/ZIP:	
CONTACT NAME/TITLE:	
BUSINESS PHONE/FAX:	
CONTRACT PERIOD:	SCOPE OF WORK:

Statement of No Bid

If you do not intend to bid, please return this form immediately to: Countyjudge@co.hill.tx.us and auditor@co.hill.tx.us

We, the undersigned, have declined to bid on Bid/ Bid# _____

Reason:

_____ Specifications “too tight”, geared toward one brand or manufacturer (explain)

_____ Insufficient time to respond

_____ Specifications unclear (explain)

_____ We do not offer this product or an equivalent

_____ Our product schedule does not permit us to perform

_____ Unable to meet specifications

_____ Unable to meet bond

requirements Remarks:

We understand that if this “Statement of No Bid” is not executed and returned, our name may be deleted from the list of qualified bidders.

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____

Signature: _____

To: Responders of Hill County, Texas
From: Justin Lewis, Hill County Judge
Re: Conflict of Interest

Questionnaire Responder;

Attached, please find a Conflict-of-Interest Questionnaire. Please complete this form if you have an applicable Conflict of Interest with any Hill County Official, Employee, or Department. The questionnaire should reflect the name of the individual with whom the conflict of interest occurs. Please **DO NOT** complete this form if you do not have a viable conflict.

By submitting a response to this the request, a responder represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Applicable Law

Chapter 176 of the Texas Local Government Code requires that any responder or person considering doing business with a local government Hill County disclose in the Questionnaire Form CIQ, the responder or person's affiliation or business relationship that might cause a conflict of interest with a local government Hill County. By law, this questionnaire must be filed with the records administrator of Hill County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. Please see attached questionnaire.

Sincerely,

Justin W. Lewis
Hill County Judge

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
 This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
 By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
 A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY	
Date Received	

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

_____ Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 _____ Date

 Signature of vendor doing business with the governmental entity

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Residence Certification

Pursuant to Texas Government Code § 2252.001 *st seq.*, as amended, Hill County requires a Residence Certification. § 2252.001 *et seq.*, of the Texas Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of § 2252.001 are stated below;

(3) “Nonresident bidder” refers to a person who is not a resident.

(4) “Resident Bidder” refers to a person whose principal place of business in this state, including a contractor whose ultimate parent company or majority owner has a principal place of business in this state.

I certify that _____ is a Resident Bidder of Texas as defined in Texas Government Code §2252.001.

I certify that _____ is a Nonresident Bidder as defined in Texas Government Code § 2252.001 and our principal place of business is _____
_____.



HB 793 COMPLIANCE

_____ verifies that (it/he/she) does not boycott Israel and will not boycott Israel during the term of this contract.

The term "boycott Israel" is as defined by Texas Government Code § 808.001 effective September 1, 2017.

(Company Name) (address)

(Signature) (Title) (date)

(email) (phone)