



Caldwell County

REQUEST FOR PROPOSALS

Reference Number: RFP 25CCP01P

Project Title: Caldwell County Medical Service for Inmates

Closing Date: 2:00 P.M (CST), September 30, 2025

I. Invitation to Submit Proposal and Pricing

This document is to provide a basis for interested parties to submit a proposal setting out its proposal and pricing for medical services to provide medical care to inmates housed in the Caldwell County Jail in Lockhart, TX. The anticipated start date for the provision of such services is no later than October 14, 2025. Caldwell County is authorized to seek services in this manner and engage in this process by the Professional Services Procurement Act as set out in Chapter 2254 of the Texas Government Code.

This document is intended as a starting point for an interactive process, it does not attempt to comprehensively state all services to be provided, nor does it attempt to identify or recite all terms, conditions or pricing scenarios which might be addressed in any final contract between Caldwell County and the selected provider for the requested services.

Respondents having questions should contact Captain James Short at james.short@co.caldwell.tx.us

All responses (five identical copies) shall be received no later than 2:00pm (Central Time) on Tuesday, September 30, 2025. Responses must be sent to:

**Purchasing Department
110 S. Main Street
Rm 203
Lockhart, TX. 78644
512-359-4685**

II. Anticipated Schedule of Important Dates in Identification of Medical Services Provider

September 30, 2025

Requested date for receipt by Caldwell County of proposal including, proposal and pricing from Medical Services provider

October 7, 2025

Projected date for finalizing Contract for medical care for inmates and related services

No later than October 14, 2025

Anticipated start date for medical services provider to begin delivery of on-site services

III. General Information Regarding Inmates and Facilities

1. Facilities

a) Jail

Caldwell County has a 253 bed jail located at 1204 Reed Drive, Lockhart, TX 78644.

The Medical Department will include the following:

- Inmate waiting area
- Secured administrative area
- Seven (7) segregation cells (negative air pressure capable)
 - Two (2) exam rooms
 - One (1) nurse stations
 - Linen Closet
 - Supply Closet
 - Administrative Office
 - Secured pharmacy area

2. Jail Data

a) Inmate Population

The average inmate population has generally been in the range of 190 to 230 inmates at the Caldwell County Jail. There have been occasions when there have been spikes in the number, and the population has risen to as high as 250. Generally, approximately 15% of the total inmate population in the Jail is comprised of women.

Calendar Year	Total Bookings
2023	1,645
2022	1,634
2021	1,616

Average daily booking – 6.3

b) Jail Medical Budget

Caldwell County now contract's out for all staff positions, and costs for all medical services at the jail. Services include all in house medical, physicians, pharmaceutical and outside medical care. Medical Services for FY 25-26 budget out for the price of \$658,485.00.

IV. Standards Governing Caldwell 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.

Caldwell 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 Caldwell County to maintain cost effective services and to encourage the proper use of medical care services made available by it. Consistent with its obligations, Caldwell County seeks to provide inmates access to reasonable medical care which would be available to inmates were they not incarcerated. Caldwell 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).

V. Scope of Medical Care and Services Sought

Caldwell 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” Caldwell 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.

On Site Medical Services

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:

- (1) Regularly scheduled sick calls;
- (2) Referral for medical, mental, and dental services;
- (3) Efficient and prompt care for acute and emergency situations;
- (4) Long-term, convalescent, and care necessary for disabled inmates;
- (5) The control, distribution, secured storage, inventory, and disposal of prescriptions, syringes, needles, and hazardous waste containers;
- (6) The distribution of prescriptions in accordance with written instructions from a physician by an appropriate person designated by the sheriff/operator;
- (7) The control, distribution, and secured storage of over-the-counter medications;
- (8) The rights of inmates to refuse health care in accordance with informed consent standards for certain treatments and procedures;
- (9) All examinations, treatments, and other procedures to be performed in a reasonable and dignified manner and place; and
- (10) Availability of adequate first aid equipment and patient evacuation equipment on hand at all times.

Health Records

- (1) 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 healthcare provider or by a trained booking officer upon the admission of the inmate to the facility and shall cover, but shall not be limited to, the following items:

- Health history;
 - Current illnesses (prescriptions, special diets, and therapy);
 - Current medical, mental, and dental care and treatment;
 - Behavioral observation, including state of consciousness and mental status;
 - Inventory of body deformities, ease of movement, markings, condition of body orifices, and presence of lice and vermin.
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- (2) 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.
 - (3) 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.
 - (4) 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.
 - (5) Upon admission of an inmate into this facility, 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.

Intake Screening

The medical services provider shall perform an intake screening on incoming inmates upon admission to Caldwell County correctional facility. Individuals brought into the correctional facility 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.

The screening examination should include, at a minimum, documentation of the following as required by Texas Commission on Jail Standards:

- (1) Inquiry into current illnesses, health problems, and conditions, including:
 - 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;
 - Mental health/retardation problems including suicidal ideation and;
 - Dental problems;
 - Allergies
 - Medications taken and special health (including dietary) requirements;

- For women, date of last menstrual period, current gynecological problems, and pregnancy;
 - 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
 - Other health problems designated by the medical service provider
- (2) Observation of the following:
 - Behavior, which includes state of consciousness, mental status (including suicidal ideation), appearance, conduct, tremors, and sweating;
 - Body deformities and ease of movement;
 - Persistent cough or lethargy; and
 - Condition of skin, including scars, tattoos, bruises, lesions, jaundice, rashes, infestations, and needle marks or other indications of drug abuse.
 - (3) When clinically indicated, there is an immediate referral to an appropriate health care service.
 - (4) Notation of the disposition of the patient, 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.
 - (5) Documentation of the date and time when referral/placement actually takes place.

The medical service provider shall work in conjunction with the Correctional Facility's classification staff to provide for appropriate inmate placement, such as the following:

- (1) Placement in the general inmate population;
- (2) Placement in the general inmate population and referral to the appropriate health care service at the Correctional Facility;
- (3) Immediate referral to an appropriate healthcare professional when indicated;
- (4) Referral to an appropriate off-site preferred provider/facility for emergency treatment.

Correctional Facility staff will be notified if an inmate refuses any aspect of the intake screening and the inmate will be segregated from the general population.

Health Assessment

The medical service provider shall establish policies and procedures for inmate health assessments, which shall be subject to review and comment by the Correctional Facility Administrator or his designee.

A licensed physician or other appropriate health care professional shall complete a health assessment within seventy-two (72) hours of admission to the correctional facility 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) Other tests and examinations as appropriate;
- (6) A review of the findings of the health assessment and tests, and identification of problems by a physician;
- (7) Initiation of therapy and immunizations when appropriate;
- (8) Oral (dental) history, including instruction in oral hygiene and oral health education; and
- (9) A structured interview in which inquiries are made in the following items:
 - History of hospitalization and outpatient treatment;
 - Current psychotropic medication;
 - Suicidal ideation and history of suicidal behavior;
 - Drug usage;
 - Alcohol usage;
 - History of sex offenses;
 - History of expressively violent behavior;
 - History of victimization due to criminal violence;
 - Special education placement and history of cerebral trauma or seizures; and
 - Emotional response to incarceration.

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 and comment by the Correctional Facility Administrator.

Inmates will have the opportunity to request health care services daily. Inmates may 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 calls will be held a minimum of seven days per week.

Segregation Rounds

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

Women 's Health Care

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

The medical services provider will establish policies and procedures specific to the health care of pregnant inmates.

Medication Management

The medical services provider shall provide a pharmaceutical program in accordance with federal, state and local laws that meets the needs of the inmate population. Currently the Jail has a contract with Contract Pharmacy Services for pharmaceuticals; however, proposals by providers for a different source of supply will be considered. Medications shall be administered to inmates as prescribed. Appropriately trained health care personnel 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 Correctional Facility (e.g., for court appearances).

The medical services provider pharmaceutical program will address, at a minimum, the following:

- 1) Medication ordering process.
- 2) Routine/non-urgent medication shall be administered within 24 hours of physician's order with urgent medication provided as required and ordered by physician.
- 3) Documentation of inmate education addressing potential medication side effects.
- 4) Documentation of medication administration to inmates utilizing the medication administration record.
- 5) Documentation of an inmate's refusal to take the prescribed medication.
- 6) Requirements for 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.
- 7) 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 medical services provider shall provide 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. Medical staff will generally administer the medications to the inmates; under emergency circumstances the jail officers may administer pre-packaged medications according to medical instructions.

Mental Disabilities/Suicide Prevention Plan

- (1) 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.
- (2) Screening Instrument: An approved mental disabilities/suicide prevention screening instrument shall be completed immediately on all inmates admitted.
- (3) Mental History Check. The medical health provider shall.
 1. 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;
 2. Maintain documentation to be available for inspection stating that information for each inmate designated in paragraph(1) of this subsection was submitted for CCQ system checks; and
 3. 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.

Tuberculosis Screening Plan

The medical services 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.

Infectious Disease

The medical services 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.

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.

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:

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

The medical services provider will adhere to contracts of Caldwell County with area providers for emergency services including those for transportation to an off-site emergency department. The Correctional Facility's shift supervisor will be notified when an off-site emergency transfers is 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:

- Inmate name and identification number;
- The date and time the emergency service was requested;
- The date and time the emergency service was initiated;
- The nature of the emergency;
- The date and time the inmate left the facility; and
- The current and final disposition.

Emergency Response Plan

The medical services 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 facility Administrator and include:

- Responsibilities of health staff;
- Procedures for triage;
- Predetermination of the site for care;
- Telephone numbers and procedures for calling health staff and the community emergency response system (e.g., hospitals, ambulances);
- Procedures for evacuating patients; and

- Alternate backups for each of the plan's elements.

The health aspects of the emergency plan will be tested or drilled. These drills will be observed and critiqued in a written report.

Nutritional Services

The medical 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

Diagnostic Services

- (1) ***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.
- (2) ***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.
- (3) ***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.

Off-Site Referrals to Preferred Providers

The medical services 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 Correctional Facility staff for the transportation of inmates to health care services which are off-site with preference given to those providers previously identified and agreed upon with Caldwell County.

The medical services 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 Preferred Provider to be filed in the inmate's medical record. The medical services 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 will be communicated between the Preferred Provider and the on-site Medical Services Provider.

The medical services provider shall generate and provide the Correctional Facility Administrator a monthly report of specialty care referrals. The report should indicate, at a minimum:

- the date and time the 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 the referral was made; and
- the current and final disposition.

On-Site Medical Services for Correctional Facility Staff

The medical services provider shall provide the following services for Correctional Facility Staff:

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

The medical services provider will not be responsible for the provision of routine health services to Correctional Facility staff. However, health staff will provide on-site emergency intervention for staff, inmates, and visitors when necessary.

The medical services provider shall provide correctional 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.

Quality Assurance Programs

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

Your comments should address the following:

- a. Formulating QA objectives
- b. Defining Scope of QA activities

- c. Specifying the QA process
- d. Organizational responsibility
- e. Assessing the effectiveness of the QA program

Inmate Complaint/Grievance Procedure

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

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

The medical services provider shall generate and provide to the Correctional Facility 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.

Utilization Management and Cost Containment

The Caldwell County Correctional Facility will utilize local hospitals for offsite emergency treatment services. The medical services provider will establish a utilization management program for the review and analysis of on-site medical services and off-site referrals to preferred 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 medical services provider will specify and describe a detailed plan outlining how cost savings will be achieved.

VI. Related Services

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

1. Administrative Support Services

For vendor-employed staffing, the health services 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.

Caldwell 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 Caldwell County's jail.

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

Caldwell 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 Caldwell County on a regular basis.

3. Mental Health Component

An important component of the medical services which Caldwell 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 inside the Caldwell County Detention Facility. 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”.

Provider Requirements

Corporate Experience

The medical services provider will have a minimum of five (5) years of medical correctional health care experience.

The medical services provider will have experience in the management of health care programs in facilities of average daily populations of 300.

The medical services provider will have experience in the management of health care programs in facilities operating a similar scope of service.

Contract Administration

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

The medical services 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 medical services 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 Correctional Facility Administrator.

The medical services provider will compile monthly statistical utilization reports of services provided, which are to be used to create quarterly service reports to the Correctional Facility Administrator. The medical services 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.

Staffing

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

The Correctional Facility will pay for those positions that are filled. The proposed staffing plan is subject to the approval of the Correctional Facility Administrator. Monthly payments will reflect the positions filled as they relate to the approved staffing plan. The medical services provider will reimburse the Correctional Facility for actual costs (salary and fringe) for staff positions that remain unfilled.

VII. Contract Length

The medical services 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 one year. 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.

1. Termination of Contract

The Correctional Facility Administrator 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 medical services 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.

Either party shall have the option to terminate the contract without cause based upon 90 days written notice.

2. Damages

The Correctional Facility Administrator has the right to seek damages from the medical services provider for non-compliance and/or performance in the execution of this contract. Upon contract award the medical services provider and Caldwell County will negotiate the methodology to determine and assess identified damages for non-compliance and/or performance.

3. Insurance Requirements

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

a) Hold Harmless Agreement

The medical services provider shall defend indemnify and hold harmless the Caldwell County Correctional Facility, and Caldwell 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 medical services provider shall not commence work under this contract until the medical services provider has obtained all insurance required under this section and such insurance has been approved by the Correctional Facility Administrator, nor shall the medical services 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 Correctional Facility named as "Additional Named Insured" for the proposed work.

(1) Workers' Compensation Insurance and Employer's Liability Insurance

The medical services 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 medical services provider shall require the medical services provider's subcontractors similarly to provide statutory Workers Compensation Insurance for the subcontractor's employees. The medical services 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.

c) Commercial General Liability Insurance

The medical services provider shall maintain during the life of this contract such Commercial General Liability Insurance as shall protect the medical services 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 medical services provider or by any medical services 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
- General Aggregate \$5,000,000

d) Professional Liability Insurance

The medical services provider shall maintain during the life of this contract such Professional Liability Insurance as shall protect the medical services provider against claims for damages resulting from medical incidents which may arise from operations under this contract, whether such operations be by the medical services provider, or the medical services 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
- General Aggregate \$5,000,000

e) Certificate of Insurance

The medical services provider shall furnish the Correctional Facility with a copy of the certificate(s) of insurance evidencing policies required in Section I, Paragraphs 3, 4, and 5. Such certificate(s) shall specifically indicate that the insurance coverage includes all extensions of coverage required in those paragraphs. The medical services provider shall give the Correctional Facility 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 medical services provider shall furnish a certificate of insurance evidencing renewal of such coverage to the Correctional Facility. The certificates of insurance shall clearly show this contract number.

f) Subcontractor's Insurance

The medical services provider shall require each medical services provider subcontractor to take out and maintain during the life of the subcontract the same insurance coverage required under Section I, Paragraphs 3, 4, and 5 above, including the extensions of coverage required under those paragraphs. The Correctional Facility Administrator 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 in Paragraph 6 above. The medical services provider shall furnish one copy of the certificate to the Correctional Facility.

4. 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, Caldwell 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. Medical service provider will identify the specific information to be protected and state the reasons why protection is necessary.

5. Non-Discrimination

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

VIII. Form and Date for Response

1. Requested Response Date

If, after reviewing this document, your organization has an interest in moving forward with Caldwell County to explore serving as the provider of medical care to Caldwell County Jail, please provide requested number of proposals to Caldwell County, Purchasing Department, 110 S. Main St. Room 203, Lockhart, Texas 78644 by Tuesday, September 30, 2025, no later than 2:00 p.m. (Central Time). Any such response should be clearly labeled, RFP 2025 Request for Proposal of Medical Services for Inmates of Caldwell County.”

2. Substance and Format of Written Response

The respondent shall respond in writing to each requirement outlined in this Request for Qualification and Pricing document and present it in the same format. In most instances, it will be sufficient to affirmatively acknowledge agreement with the stated requirements. Any exception(s) should be specifically noted and explained. The provider's proposal for serving as the medical services provider for Caldwell County should provide a response as described below:

a) General Information

- 1) Full name, legal company name, mailing address, telephone number, fax number, e-mail address, name of contact person(s); and any additional corporate headquarters location information (state of incorporation, incorporation status in Texas, etc.).

b) Proposal/ References

- 1) Include any information which Respondent feels is pertinent, such as the historical background of the company, biographical sketches of key personnel to be assigned to the work at Caldwell County, proposed organization to perform the work, subcontract structure and principal components to be subcontracted, and experience in similar or related fields;
- 2) A statement in narrative form of any special or unique skills, services or proposal which the medical services provider believes it has or can provide in the course of providing the required medical care and services to Caldwell County;

- 3) Description of past performance and effectiveness in similar work as it relates to the requirements to be provided for in this contract, and describe experience in providing and supporting the delivery of quality services for the requirements of this contract over an extended period of time;
- 4) List the types of similar work performed within the last five (5) years for all requirements to be provided under this proposal; include references, government and/or private sector, which can provide knowledgeable input about prior performance to include medically findings of non compliance by Texas Commission on Jail Standards or equivalent in other states; and
- 5) A list of any clients you have worked with in the past and/or are currently working with to provide health services (using “Vendor References” in appendix).

c) Technical Proposal and Proposed Staffing Plan

The technical proposal should include the following with cross reference to the specific paragraphs of this Request for Proposal and Pricing document, by including an index for the technical proposal and proposed staffing plan:

- 1) A statement in narrative form of how the medical services provider will provide the medical care and services sought by Caldwell County;
- 2) Scope of services, requirements, corporate experience;
- 3) Proposed staffing plan and patterns (“Proposed Staffing” appendix table completed with description detail);
- 4) Confidentiality requirement response;
- 5) Approach for achieving the objectives of this contract, including calculations and any other data or material presented in sufficient detail for each factor to be evaluated;
- 6) A list consisting of the names, titles and proposal of key medical services staff and any proposed medical directors, as it applies to the offer; include résumés giving the educational background, professional experience, and special proposal of personnel providing services in accordance with this contract; and
- 7) If subcontracting is to be used, submit a list of those subcontractor personnel who will be assigned for direct work on the contract and the approximate time each will be devoting to work on the resultant contract; include résumés giving the educational background, professional experience, and special qualifications of personnel providing services in accordance with this contract.

d) Business Proposal / Proposed Pricing of Contract

- 1) A comprehensive pricing structure, all related contract costs, and estimate for medical services over a three (3) year period (“Estimated Pricing Information” appendix table completed with description detail).

e) Lawsuit History

- 1) A full and complete list of any and all judgments entered against the medical services provider since January 1, 2007, which required payment by the medical services provider of any sum of money to any person or entity. Please include in the listing the style of the case, cause number, identify the court in which the judgment was entered as well as the state and county, the amount of the judgment and provide a brief description of the nature of the claims; and
- 2) A fully and complete listing of any and all lawsuits currently pending against the medical services provider. Please include in the listing the style of the case, cause number, identify the court in which the matter is pending as the state and county, the amount of damages being sought and provide a brief description of the nature of the claims;
- 3) Please provide a complete listing of any and all claims brought against the medical services provider at any time since January 1, 2007, in which the claimant asserted an injury arising from or relating to improper or inadequate medical care or treatment by the medical services provider or any of its agents. Please include the date the claim was asserted, the date the claim was settled, the name of the claimant, the location of the alleged injury, a brief description of the claim made and the amount of the settlement.

f) Pharmaceutical and/or Medical Supply Source (only if proposing change of source)

- 1) If the respondent wants to propose a change in the vendor/source used for providing pharmaceutical or medical supplies, please include:
 - a. A statement in narrative form of the reasons the respondent recommends using an alternate pharmaceutical or medical supply vendor, including the name(s) of the provider Respondent recommends using and a description of any current relationship the Respondent currently has with any such vendor; and
 - b. Pertinent pricing details for use of the alternate vendor(s).

g) Additional Information

- 1) Any additional information Respondent feels would be helpful or relevant to Caldwell County in making its selection of a provider of medical services to inmates of Caldwell County; and
- 2) A listing by category of any additional information the medical services provider would like to receive to better evaluate and provide a final proposal and pricing for the medical care and services being sought by Caldwell County.
- 3) After Caldwell County receives the proposal from your organization, Caldwell County will contact the person identified in your proposal with any questions Caldwell County has and to initiate further discussions in the process of identifying a medical services provider.

Appendixes

1. Estimated Pricing Information

	Year One	Year Two	Year Three
Salaries			
Benefits			
Professional Fees			
Subcontractor Fees			
Malpractice Insurance			
Diagnostic Services:			
Laboratory			
Phlebotomy			
EKG Services			
Radiology Services			
Medical Supplies			
Durable Medical Equipment			
Disposable Medical Supplies			
Operating/Office Supplies			
Medical Waste Disposal			
Any Other Expenses			
<i>Only if proposing change:</i>			
Pharmaceutical and/or Medical Supplies			

a) Pricing Category Definitions

Salaries	All medical staff and administrative support dedicated to providing medical services to Caldwell County Jail
Benefits	Benefits for all medical staff and administrative support dedicated to providing medical services to Caldwell County Jail
Professional Fees	Legal, accounting, or other fees directly related to medical services provided to Caldwell County Jail
Subcontractor Fees	Any medical services support staff that the medical service provider would contract out directly related to medical services provided to Caldwell County Jail
Malpractice Insurance	All medical malpractice insurance expenses directly related to providing medical services to Caldwell County Jail
Diagnostic Services:	
Laboratory	Expenses related to lab services provided for Caldwell County
Phlebotomy	Expenses related to phlebotomy services provided for Caldwell County, including needles and syringes and other supplies
EKG Services	Expenses related to EKG services provided for Caldwell County, including tracings/strips and other supplies
Radiology Services	Expenses related to radiological services provided for Caldwell County
Medical Supplies	
Durable Medical Equipment	All durable medical equipment expenses (examples: crutches or wheelchairs, etc.) directly related to medical services provided to Caldwell County Jail
Disposable Medical Supplies	All disposable medical equipment expenses (examples: band aids, first-aid supplies, etc.) directly related to medical services provided to Caldwell County Jail
Operating/Office Supplies	All operating/office supplies directly related to medical services provided to Caldwell County Jail
Medical Waste Disposal	Any fees or contracted fees related to disposal of medical waste
Any Other Expenses	Please provide detail about any expenses included in this category
<i>Only if proposing change:</i>	
Pharmaceutical and/or Medical Supplies	Total expense related to any proposed change of provider for pharmaceutical and/or medical supplies

2. PROPOSED STAFFING

Job Title	Total FTEs
MD Provider / Medical Director	
Mid-Level Provider	
Psychologist	
Mental Health Professional	
Nurse Supervisor	
Registered Nurse	
Licensed Practical Nurse	
Certified Nursing Assistant	
Health Unit Coordinator / Admin.	
Other	
Total Clinical FTEs	

3. VENDOR REFERENCES

1) Agency Name

Agency Address _____

Contact Person _____ Contact Number _____

E-Mail _____ Fax Number _____

Number of Sites	Number of Inmates
-----------------	-------------------

Facility Type	Jail	Prison	Juvenile	Other
---------------	------	--------	----------	-------

Accreditation ACA NCCHC JCAHO Other

Contract Term (original, extensions, renewals, rebids) _____

	Current Contract	Prior Contract
Contract Term (original, extensions, renewals, etc.)		

Contract End	Terminated, if so specify by whom	agency	vendor
--------------	-----------------------------------	--------	--------

Reason _____

____Lost in Rebid, if so specify award recipient _____

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Other, specify (i.e. returned to self-operated, transition to University)

Reason

2) Agency Name _____ E-Mail _____

Agency Address

Contact Person _____

Number of Sites

Number of Inmates

Facility Type _____ Jail _____ Prison _____ Juvenile _____ Other _____
Accreditation _____ ACA _____ NCCHC _____ JCAHO _____ Other _____

Contract Term (original, extensions, renewals, rebids) _____
_____ Current Contract _____ Prior Contract

Contract End _____ Terminated, if so specify by whom _____ agency _____ vendor
Reason _____

_____ Lost in Rebid, if so specify award recipient _____

Reason _____

_____ Other, specify (i.e. returned to self-operated, transition to University)

Reason _____

3) Agency Name

Agency Address _____

Contact Person _____ Contact Number _____

E-Mail _____ Fax Number _____

Number of Sites _____ Number of Inmates _____

Facility Type _____ Jail _____ Prison _____ Juvenile _____ Other _____

Accreditation _____ ACA _____ NCCHC _____ JCAHO _____ Other _____

Contract Term (original, extensions, renewals, rebids) _____
_____ Current Contract _____ Prior Contract

Contract End _____ Terminated, if so specify by whom _____ agency _____ vendor
Reason _____

_____ Lost in Rebid, if so specify award recipient _____

Reason _____

_____ Other, specify (i.e. returned to self-operated, transition to University)

Reason _____

4) Agency Name

Agency Address _____

Contact Person _____ Contact Number _____

E-Mail _____ Fax Number _____

Number of Sites _____ Number of Inmates _____

Facility Type _____ Jail _____ Prison _____ Juvenile _____ Other _____

Accreditation _____ ACA _____ NCCHC _____ JCAHO _____ Other _____

Contract Term (original, extensions, renewals, rebids) _____
_____ Current Contract _____ Prior Contract

Contract End _____ Terminated, if so specify by whom _____ agency _____ vendor
Reason _____

_____ Lost in Rebid, if so specify award recipient _____

Reason _____

____ Other, specify (i.e. returned to self-operated, transition to University)
Reason _____

CODE OF ETHICS FOR CALDWELL COUNTY

Public employment is a public trust. It is the policy of Caldwell County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Caldwell County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Caldwell County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Caldwell County also observe the ethical standards prescribed here.

1. It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.
2. It shall be a breach of ethics for any employee of Caldwell County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:
 - A. The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at \$2500.00 or more.
 - B. A business or organization in which the employee, or any member of the employee's family immediate family, has a financial interest pertaining to the procurement.
 - C. **Gratuities:** It shall be breach of ethics to offer, give or agree to give any employee of Caldwell County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.
 - D. **Kickbacks:** It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Caldwell County as an inducement for the award of a contract or order.

- E. **Contract Clause:** The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.
- F. **Any effort to influence any employee, elected official, or department head to violate the standards of this code are grounds to void the contract. Please certify by your signature below that you understand the ethics policy of Caldwell County and in no way will attempt to violate the code.**

SIGNATURE: _____

PRINT NAME AND _____

TITLE: COMPANY NAME:

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>OFFICE USE ONLY</p> <p>Date Received</p>	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> 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.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p>_____</p> <p>Name of Officer</p>		
<p>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.</p> <p>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?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>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.</p>		
<p>6 <input type="checkbox"/> 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).</p>		
<p>7</p> <p>_____</p> <p>Signature of vendor doing business with the governmental entity</p> <p>_____</p> <p>Date</p>		

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 Qualifications or Qualifications, 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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

OFFICE USE ONLY

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5

Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.

(street)(city)(state)(zip code)(country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.

(month)(year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies (with a few exceptions) only to a contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Changed or Amended Contracts:

Form 1295 is only required for a change made to an existing contract in certain circumstances: (1) if a Form 1295 was not filed for the existing contract, then a filing is only required if the changed contract either requires an action or vote by the governing body or the value of the changed contract is at least \$1 million; or (2) if a Form 1295 was filed for the existing contract, then another filing is only required for the changed contract if there is a change to the information disclosed in the Form 1295, the changed contract requires an action or vote by the governing body, or the value of the changed contract increases by at least \$1 million.

As required by law, the Commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The Commission also adopted rules (Chapter 46) to implement the law. The Commission does not have any additional authority to enforce or interpret section 2252.908 of the Government Code.

Filing Process:

A business entity must use the Form 1295 filing application the Commission created to enter the required information on Form 1295 and print a copy of the completed form. Once entered into the filing application, the completed form will include a unique certification number, called a "certification of filing."

An authorized agent of the business entity must sign the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

The completed, printed, and signed Form 1295 bearing the unique certification of filing number must be filed with the governmental body or state agency with which the business entity is entering into the contract.

Acknowledgement by State Agency or Governmental Entity:

The governmental entity or state agency must acknowledge receipt of the filed Form 1295 with the certification of filing, using the Commission's filing application, not later than the 30th day after the date the governing body or state agency receives the Form 1295. The Commission will post the completed Form 1295 to its website within seven business days after the governmental entity or state agency acknowledges receipt of the form.

Changes to Form 1295

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an “unsworn declaration.”

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- A sponsored research contract of an institution of higher education;
- An interagency contract of a state agency or an institution of higher education;
- A contract related to health and human services if: o the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract;
- A contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*
- A contract with an electric utility, as that term is defined by Section 31.002, Utilities Code;* or
- A contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.*

The newly exempt contract types are marked with an asterisk.

Why do I need to include my date of birth and address when I sign Form 1295? Was this always the case?

In 2017, the legislature amended the law to require Form 1295 to include an “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The change in the law applies to contracts entered into, renewed, or amended on or after January 1, 2018. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018.

Will my date of birth and address appear on the TEC’s website when I file the form?

No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also *Paxton v. City of Dall.*, No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at *10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here).

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

By signing below, the signatory hereby verifies that the firm it represents:

- 1. Does not boycott Israel; and,
- 2. Will not boycott Israel during the term of the contract.

SIGNED BY: _____
Print Name & Title: _____
Firm Name: _____
Date Signed: _____

NOTARIZATION

THE STATE OF _____)
)
COUNTY OF _____)

BEFORE ME, the undersigned notary public on this day personally appeared _____, on behalf of _____(Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the _____ day of _____, 201____.

NOTARY PUBLIC IN AND
FOR THE STATE OF _____

The following definitions apply to Texas Government Code Section 2270.001:

- (1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli -controlled territory, but does not include an action made for ordinary business purposes; and
- (2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

State law requires any firm entering into an agreement or contract with the Authority to complete the foregoing verification. TEX. GOV'T CODE § 2270.002.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: (type or print) _____

TITLE: _____

(signature) _____

(date) _____

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. _____ Qualification/offer/application b. initial award c. post-award	3. Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31

U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Qualification (RFQ) number; Invitations for Qualification (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/Qualification control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

SECTION 504 CERTIFICATION

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The _____ does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name) _____

(Address) _____

City State Zip

Telephone Number () _____ - _____ Voice
() _____ - _____ TDD

_____ has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8. dated June 2, 1988).

RELATED PARTY DISCLOSURE FORM

Caldwell County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Caldwell County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who employs any of the following is required to disclose the relationship on this form:

- Current Caldwell County employee (including elected or appointed official) (Complete Section A)
- Former Caldwell County employee who has been separated from Caldwell County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above⁽¹⁾ (Complete Section C)

If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Caldwell County Employee

Employee Name

Title

Section B: Former Caldwell County Employee

Employee Name

Title

Date of Separation from County

Section C: Person Related to Current or Former Caldwell County Employee

Caldwell Employee/Former Caldwell Employee Name

Title

Name of Person Related

Title

Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

Name of Vendor

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

⁽¹⁾A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	2nd Degree	3rd Degree*	4th Degree*
Person	child or parent	grandchild, sister, brother or grand-parent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	2nd Degree
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with Caldwell County.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

CERTIFICATION TO NOT BOYCOTT ENERGY COMPANIES

Pursuant to Texas Government Code §809.051, the Department must include a provision requiring a written verification affirming that the Contractor does not boycott energy companies, as defined in Government Code §809.001, and will not boycott energy companies during the term of the contract. This provision applies to a contract that:

- 1) is with a Contractor that is not a sole proprietorship,
- 2) is with a Contractor with 10 or more full-time employees, and
- 3) has a value of \$100,000 or more.

By signing the contract, the Contractor certifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract. "Boycott" means taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (2) does business with a company described by (1).

Violation of this certification may result in action by the Department.

CERTIFICATION TO NOT BOYCOTT ISRAEL

Pursuant to Texas Government Code §2271.002, the Department must include a provision requiring a written verification affirming that the Contractor does not boycott Israel, as defined in Government Code §808.001, and will not boycott Israel during the term of the contract. This provision applies to a contract that:

- 1) is with a Contractor that is not a sole proprietorship,
- 2) is with a Contractor with 10 or more full-time employees, and
- 3) has a value of \$100,000 or more.

By signing the contract, the Contractor certifies that it does not boycott Israel and will not boycott Israel during the term of this contract. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes.

Violation of this certification may result in action by the Department.

I. CERTIFICATION TO NOT DISCRIMINATE AGAINST FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS

Pursuant to Texas Government Code §2274.002, the Department must include a provision requiring a written verification affirming that the Contractor:

- 1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Government Code §2274.001, and
- 2) will not discriminate against a firearm entity or firearm trade association during the term of the contract.

This provision applies to a contract that:

- 1) is with a Contractor that is not a sole proprietorship,
- 2) is with a Contractor with 10 or more full-time employees, and
- 3) has a value of \$100,000 or more.

By signing the contract, the Contractor certifies that it does not discriminate against a firearm entity or firearm trade association as described and will not do so during the term of this contract. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to: (1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" does not include: (1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

Violation of this certification may result in action by the Department.