



NOTICE TO BIDDERS FOR PROPOSAL

**Physician and Medical Services for the Gray County
Sheriff's Department Jail**

Gray County will receive sealed bids for Physician and Medical Services for the Gray County Sheriff's Department Jail located at 218 N. Russell, Pampa, Gray County, Texas.

All bids must be received in the office of:

**Judge Chris Porter
County Judge
Gray County Courthouse
205 N. Russell Suite 205
Pampa, Texas 79065**

On or Before:

**12:00 P.M.
Friday
August 23rd, 2024**

BIDS RECEIVED LATER THAN THE TIME AND DATE SET FORTH ABOVE WILL NOT BE CONSIDERED FOR AWARD; BUT INSTEAD, WILL REMAIN UNOPENED AND WILL BE RETURNED TO VENDORS WHEN POSSIBLE.

**BIDS SHOULD BE IN A SEALED ENVELOPE
CLEARLY MARKED WITH THE BID TITLE**

Any questions or requests for additional information should be directed in writing to:

Judge Chris Porter
Gray County Judge
205 N. Russell Suite 205
Pampa, Texas 79065

TERMS AND CONDITIONS

PLEASE READ CAREFULLY

1. **COMPLETE BID** must be received in the County Judge's Office, Gray County Courthouse, 205 N. Russell Suite 205, Pampa, Texas 79065 no later than **12:00 P.M. on Friday August 23, 2024**. Public opening of the bids will be at **9:00 A.M. on Monday August 26, 2024**.
2. **CAREFULLY READ ALL PORTIONS OF THE BID CONTRACT AS POSTED ON THE GRAY COUNTY, TEXAS WEBSITE.**
3. Contract may be negotiated after bid amount is accepted by a majority of the Gray County Commissioners Court.
4. Fill out bid amount for services properly and completely on a yearly basis.
5. All bids **MUST be signed**. Signatures must be handwritten and in ink.
6. Gray County through its Commissioners Court reserves the right to **REJECT IN WHOLE OR IN PART ANY OR ALL BIDS**, waive minor technicalities, and award the bid which best serves the interest of the County.
7. Department Heads and other elected officials are **NOT** authorized to enter into any type of agreement or contract on behalf of Gray County. Only the Commissioners Court, acting as a body, may enter into a contract on behalf of the County. Additionally, Department Heads and other Elected Officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the County's attorney prior to being signed by the County's authorized representative.
8. Gray County is exempt from all Federal Excise, State, and Local Taxes, therefore, tax must not be included in tendered bids.

GRAY COUNTY, TEXAS JAIL PHYSICIAN CONTRACT

Parties: This contract is made by and between Gray County, Texas, hereinafter called Gray County, and _____, M.D., hereinafter called Contractor. This contract is the entire agreement between the parties, and may be modified in material terms by written, signed agreement by both parties only. At all times, the compensation due and duties to be performed under this contract are subject to approval and amendment by the Gray County Commissioners Court.

Purpose: This contract is for the provision of medical services by Contractor to Gray County in the Gray County Jail, as well as at such other places as the parties may agree from time to time.

CONTRACTOR DUTIES

The contractor shall at the minimum provide the following services and perform the following duties for the compensation stated hereinafter:

1. Prepare, Maintain and Implement a Medical Plan for all Gray County Jail Inmates.

The Medical Plan shall at the minimum provide the following:

A. Screening and Assessment of Inmates.

1. Reasonable review of inmate medical information
2. Examination of each new inmate by the Jail Physician or Medical Officer upon admission of the jail if a condition requiring medical attention is suspected
3. Preparation of inmate medical records in compliance with Texas Jail Commission rules

B. Conduct Weekly Sick Call.

1. Evaluate inmate medical complaints with the assistance of the Medical Officer, a jailer designated by the Jail Administrator to provide assistance to the Jail Physician for purposes of providing medical services to maintain the safety and security of all inmates and staff within the Gray County Jail.
2. Attend to the medical needs of inmates referred by the Medical Officer
3. Provide telephone consultation to the Medical Officer as required between sick calls

C. Administration of Medical and Treatments.

1. Develop and implement in conjunction with the Medical Officer reasonable written procedures for dispensing of medications and treatments
2. Develop and implement in conjunction with the Medical Officer reasonable written procedures for the diagnosis and treatments of minor medical conditions
3. Develop and implement in conjunction with the Medical Officer a written procedure for the diagnosis and treatment of major medical conditions, as defined by the Jail Physician, including emergency medical conditions and conditions threatening life or limb
4. Order all necessary laboratory work, and x-ray examinations of inmates

D. Keeping the Medical Officer adequately informed of Patient Progress.

E. Keeping the Inmate Adequately informed of Patient Progress.

1. Prepare and implement a written procedure to ensure inmates requiring medical assistance are adequately informed of the medical conditions diagnosed, the treatment required, and the anticipated prognosis of the conditions, in conjunction with the Medical Office
2. Prepare and implement a written procedure for delivering to each treated inmate reasonable post-release medical conditions follow-up instructions

F. Oversee and Monitor Treatment Delivery. The Jail Physician shall oversee and monitor the Medical Officer in all aspects of the Medical Officer's duties, including but not limited to treatment, delivery, medications dispensing and records.

G. Duty Hours. The Contractor shall be available and on duty twenty-four (24) hours daily, seven (7) days per week.

H. Subcontracts. The Contractor may subcontract with appropriate personnel for the performance of any duty or services under this contract, at the Contractor's sole expense. The Contractor shall inform Gray County of any subcontract and shall provide a copy of the subcontract to Gray County upon execution of the subcontract. The Contractor remains exclusively responsible and liable to Gray County for the performance of the duties set forth herein, and any breach in performance may lead to termination of this contract for cause.

I. Qualifications. The contractor shall, at his own expense, acquire and maintain all qualifications, licenses, and education necessary for the performance of the Contractor's duties under this contract. In the event the Contractor shall become unlicensed or otherwise unqualified to perform this contract, the Contractor shall immediately file written notice of this to Gray County, who may terminate this contract for cause, or may permit Contractor 30 days-to cure such conditions.

Contractor may not subcontract with any person who does not meet the qualifications required of the Contractor.

J. Independent Contractor. The Contractor shall be an independent contractor solely responsible for the time, place, and manner that each of the duties to be performed under this contract are fulfilled. The Contractor shall be solely responsible for the payment of income taxes, insurance, and retirement, if any, as well as all other expenses related to the conduct of Contractor's business except as specifically contracted herein. Contractor shall indemnify and hold Gray County harmless for any loss incurred by Gray County due to Contractor's failure to maintain independent contractor status, failure to pay or collect taxes, or from any other sources unless such loss or expense is specifically assumed by Gray County in this Contract.

GRAY COUNTY DUTIES AND COMPENSATION

Gray County shall perform the following, and shall pay compensation as follows:

1. **Equipment and Supplies.** Gray County shall provide all equipment, supplies, medications, and all other applicable materials under \$2500, necessary for the Contractor to perform the duties set forth herein. Any expenditure over this amount will need the approval of the Gray County Sheriff, the Jail Administrator, and the Gray County Commissioners Court. In the event the Contractor personally incurs any necessary expense related to the administration of his duties, except for subcontracting expenses, the Contractor may submit adequate documentation of the expenses for reimbursement which shall not be unreasonably withheld.
2. **Place of Work.** Gray County shall provide to Contractor sufficient space in Gray County's facilities for Contractor to safely and reasonably perform Contractor's duties under this contract. Gray County shall further provide sufficient storage space for Contractor to perform Contractor's duties including space for clothing, medical equipment and the like. Contractor shall have access to the workspace when onsite.
3. **Compensation.** Gray County agrees to pay Contractor as full and final compensation for all duties under this contract the annual sum of \$_____ annually, such sum payable in equal monthly installments of \$_____ per month, payable on the first of each month. Such sum is payable for each month, or part thereof, that the Contractor performs under this contract, and only if Dr. _____ is retained as the Jail Physician at Gray County. In the event this contract is terminated, compensation ends upon the date of termination.

Gray County agrees to reimburse Contractor for all mileage incurred by Contractor in the performance of duties herein, at the same rate that Gray County reimburses its employees for mileage. Gray County has no duty to reimburse Contractor for any expenses or mileage unless Contractor provides Gray County Auditor an invoice for such expenses on or before the 10th day of each month following the month in which reimbursable expenses are incurred.

4. **Professional Negligence Insurance.** The Jail Physician will be required to maintain a Professional Negligence Insurance Policy. Gray County agrees to pay \$400.00 annually to the Jail Physician to be used as a stipend to maintain a policy of professional negligence and/or errors and omissions insurance at the Jail Physician's own expense covering the Contractor for claims, losses and costs of defense arising out of the Contractors' performance of the duties under this contract. Payment to be made to Contractor upon signing of this contract by the Commissioners Court. Contractor will in turn provide Gray County a copy of said policy upon acquisition.

GENERAL PROVISIONS

1. **Gray County Termination with Cause.** This contract may be terminated at any time by Gray County for cause. Cause includes, but is not limited to, the following:
 - A. Contractor unreasonably fails to perform the duties under this contract
 - B. Contractor becomes mentally or physically unable to perform Contractor's duties, and Gray County is unable to make reasonable accommodations to contract for the performance of those duties
 - C. Contractor commits any felony, or any crime of moral turpitude, or otherwise commits any act that places Gray County or any inmate at serious risk of harm, or that interferes with the normal functions of the Gray County Jail, or any other Gray County facility, or the administration thereof. In the event Gray County terminates this contract for cause, Contractor shall immediately be discharged from the performance of this contract, and Gray County shall be responsible for paying compensation through the date of contract termination only, less any lawful offsets.
2. **Contract Termination With Cause.** This contract may be terminated at any time by Contractor for cause. Cause includes, but is not limited to, Gray County failing to pay compensation pursuant to the contract. In the event Contractor terminates this contract for cause, Contractor is relieved of responsibility for performance of duties under this contract immediately as of the date of termination.
3. **Termination Without Cause.** Either party may terminate this contract without any cause at any time by providing written notice at least 30 days prior notice of the termination date. In the event Gray County fails to provide at least 30 days prior written notice of the date of termination, Gray County shall pay a penalty of one month's compensation to Contractor as total and final liquidated damages hereunder for breaching provision. In the event Contractor fails to provide at least 30 days prior written notice of the date of termination of this contract, Contractor shall forfeit all compensation then due but unpaid, to a maximum of 30 days compensation, including reimbursable expenses, as total and final liquidated damages hereunder for breaching this provision.

All notices given under this Agreement shall be in writing and shall be deemed effective:

- A. Three (3) days after deposited as first class, postage prepaid, certified U.S. Mail, return receipt requested, or
- B. Upon hand delivery to the intended address, or
- C. One (1) day after deposited with a nationally recognized overnight courier,

to the following:

To Physician: Dr. _____

Attn: Dr. _____

To County: County of Gray
205 N. Russell Street, #205
Pampa, Texas 79065
Attn: Gray County Judge

- 4. **Medical Records and Protocols.** The Jail Physician shall provide adequate Medical Protocols of diagnosis and treatment, which shall be included or referred to the Medical Plan. The Jail Physician shall also provide sufficient informal training to Gray County personnel as well as to the Medical Officer.
- 5. **Arbitration Clause.** The parties agree that in the event of a dispute, prior to filing or maintaining any litigation to enforce this contract, the parties shall submit the dispute to an impartial third-party arbitrator or mediator. The mediator or arbitrator shall have the duty to receive evidence from both parties of the dispute, and to render a non-binding decision to the parties. In the event the decision is accepted by the parties as a final resolution of the dispute, or in any proceeding arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees from the non-prevailing party, plus out-of-pocket expenses such as mediator or arbitrator fees, deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and other reasonable expenses. In the event the decision is a compromise, and neither party completely prevails over the other party, the parties shall bear the costs of the arbitration or mediation equally.
- 6. **Choice of Law; Jurisdiction and Venue.** This Agreement shall be performable in Gray County, Texas. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with, and governed by the laws of the State of Texas, without reference to its conflicts of law

provisions. Gray County, Texas shall be the sole place of jurisdiction and venue for any legal action arising from or related to this Agreement.

- 7. **Indemnity Clause.** The Jail Physician shall indemnify, save and hold harmless GRAY COUNTY TEXAS, its OFFICERS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS and ASSIGNS from and against any and all claims, demands, actions, proceedings, suits, costs, damages, loss, charges, and expenses of every kind and nature, including reasonable attorney's fees, that GRAY COUNTY TEXAS, its OFFICERS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS and ASSIGNS may sustain, incur or become liable for by reason of, incident to, or in connection with the said contract, whether such claims, demands, actions, proceedings, suits, costs, damages, loss, charges, and expenses arise out of negligence of GRAY COUNTY TEXAS, its OFFICERS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS and ASSIGNS, or otherwise.

- 8. **Time Period of the Contract.** This contract shall be effective and performable by the parties from October 1, 2024, through September 30, 2025, and to be renewed annually unless written notice is given by either party 30 days in advance.

ADOPTED this the ____ of _____, _____.

Signed by: _____
Dr, _____, Gray County Jail Physician

Date

Signed by: _____
Chris Porter, Gray County Judge

Date

Attested by: _____
Jeanne Horton, Gray County Clerk

Date

