



# Department of Purchasing & Contract Compliance

*Cecil S. Moore, CPPO, CPPB, CPSM, C.P.M., A.P.P*  
**Director**

Fulton County, GA

March 10, 2011

**Re: 11RFP01272011A-CC**  
**Inmate Physical and Mental Health Services**

Dear Proposers:

Attached is one (1) copy of Addendum 2, hereby made a part of the above referenced Request for Proposal.

Except as provided herein, all terms and conditions in the RFP referenced above remain unchanged and in full force and effect.

Sincerely,

*Cheryl Cochran*

Chief Assistant Purchasing Agent

Winner 2000 - 2009 Achievement of Excellence in  
Procurement Award • National Purchasing Institute



This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

**The RFP due date and time remains Thursday, March 17, 2011, 11:00 A.M. legal prevailing time.**

1. The following attachments are hereby provided as a result of questions submitted by vendors.

**Attachment II      Responses To Questions – Inmate Physical and Mental Healthcare – 11RFP01272011A-CC**

**Attachment III     Sample EBO Plan**

**Attachment IV      Executed Contract for Inmate Mental Health**

**Attachment V       Executed Contract for Inmate Physical Health**

**Attachment VI      Medical Screenings**

ACKNOWLEDGEMENT OF ADDENDUM NO. 2

The undersigned proposer acknowledges receipt of this addendum by returning one (1) copy of this form with the proposal package to the Purchasing Department, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30303 by the RFP due date and time, **March 17, 2011, 11:00 A.M.** local prevailing time.

This is to acknowledge receipt of Addendum No. 2, \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_

Legal Name of Bidder

\_\_\_\_\_

Signature of Authorized Representative

\_\_\_\_\_

Title

## ATTACHMENT II

### Responses To Questions – Inmate Physical and Mental Healthcare – 11RFP01272011A-CC

1. Per discussion at the prebid conference, please verify whether Answers to Questions for prior RFPs can still be considered current. For example, we'd like to verify information included in RFP #10RFP07062010A-CC, Addendum 2, Attachment VII; and Addendum 3, Attachment II.

**Response:** Changes that needed to be made from Addendums No. 1 through 3 under the previous RFP (10RFP07062010-CC) were incorporated under the above subject RFP, if the changes were applicable to the current RFP; however, Proposal responses should be based on the current RFP No. 11RFP01272011A-CC.

2. Please provide monthly statistical reports for the last two years.

**Response:** The 2010 statistical reports included in the Addendum are consistent with the activity that took place in 2009. There is no significant change in the data between the 2009 and 2010 data.

3. If not included in the statistical reports, please specify:

**Response:**

- # of HIV patients on medication monthly : **average of 77 each month with a high of 114 and a low of 23**
- # of patients on psychotropic medications: **average of 422**
- 2010 costs for pharmaceuticals: **\$2.1 million**

4. How many nurses handle med pass and how long does med pass typically take?

**Response:** There are 13 floors and the infirmary. Nurses work 8-hour schedules or 12-hour schedules (vendor's discretion). There is one nurse per floor. Each floor takes 1-2 hours to complete.

5. Please define how the medical assistants are currently being utilized.

**Response:** They accompany and assist the providers performing sick call.

6. Is the minimum staffing plan consistent with how the facilities are currently being staffed?

**Response:** The minimum staffing plan is close to how the facilities are currently being staffed.

7. What is the current staffing at the North Annex facility? How many hours per day is medical staff on-site?

**Response: 80 hours LPN per week, 18 hours Mid-level provider per week and 4 hours per week physician.**

8. Who is currently handling health assessments and when are they being completed?

**Response: PA/NP/MD (Physician's Assistant/Nurse Practitioner/Medical Doctor). They are completed within the first 72 hours of after being booked into the facility.**

9. Other than those listed on RFP page 3-10, Item 7(a), are any other specialty clinics currently being done onsite? If yes, are these specialty clinics being completed onsite by providers other than through Grady Hospital?

**Response: 2 Orthopedic Clinics and 1 Coumadin Clinic; All on-site clinics should be at the successful vendor's discretion and expense.**

10. How many FCSO employees work in Fulton County Jail?

**Response: 654 employees**

11. Our Company understands that we are required to complete RFP Form D, *Offeror's Disclosure Form and Questionnaire*. Does the County expect to receive a completed version of this form for each subcontractor and/or MBE?

**Response: Yes**

12. Please confirm that the vendor is responsible for the cost of dialysis services.

**Response: Yes, the successful vendor will be responsible for the cost of dialysis services.**

13. Our Company understands that the "Commencement Term" of this agreement shall end on the 31st day of December, 2011. Please clarify if you would like to see a twelve (12) month cost, monthly cost, or a predefined monthly cost in the column labeled Year 1, Itemized Expense Category Cost on the *Cost Proposal Form 1*.

**Response: Please provide on a twelve month cost.**

14. What is the current annual contract value with your current vendor?

**Response: Please see link on County's website once you click on the RFP.**

15. What is the number of HIV therapy days or number of HIV patients treated per month?

**Response: Average of 77 each month with a high of 114 and a low of 23**

16. Please provide the number of dialysis treatments per month.

**Response: 2 - 3 per month**

17. Are any patients being treated for Hep C? If so, how many?

**Response: No, not currently.**

18. What is the percentage of inmates on psychotropic drugs?

**Response: 25 - 30%**

19. On an annual basis, how many infant births occur at the jail?

**Response: One every other year.**

20. We understand that the Contractor Compliance Department of Fulton County has a listing of certified M/FBE vendors that prime contractors can use for various services needed, therefore we would contact them.

**Response: Yes. Contact Ms. Bebe Love at 404-612-6316 or e-mail [bebe.love@fultoncountyga.gov](mailto:bebe.love@fultoncountyga.gov).**

21. Could the County please verify whether the answers to questions provided in Addendum 2 issued during the previous RFP process (Aug. of 2010) are still valid?

**Response: Changes that needed to be made from Addendums No. 1 through 3 under the previous RFP (10RFP07062010-CC) were incorporated under the above subject RFP, if the changes were applicable to the current RFP; however, Proposal responses should be based on the current RFP No. 11RFP01272011A-CC.**

22. On page 3-7, Requirement F.3. states that "it is the opinion of the County attorney that Grady Hospital must render treatment to inmates of the Fulton County Jail, and that this treatment is considered covered by the amount of funds allocated in the current year's budget for the operational costs of Grady Hospital. If funds do not cover treatment rendered by the Authority, the cost is not the responsibility of the Service Provider." If funds do not cover treatment rendered, who is responsible for covering these costs? Please verify whether "service provider" means the contracted inmate health services vendor.

**Response: Fulton County Government is responsible for the cost.**

23. Please clarify whether the designated ethnic group certification (required in Exhibit C) will influence proposal scoring or vendor selection preference in any way.

**Response: No, it will not influence proposal scoring.**

24. Would the County consider an extension to the March 10, 2011 RFP submission deadline to allow vendors adequate time to incorporate information provided in the County's answers to questions.

**Response: Yes. The RFP due date will be extended to March 17, 2011.**

25. Good afternoon, Cheryl! Per discussion, could you please forward the Sample EBO that Ms. Love mentioned during the pre-bid conference for the Fulton County Jail Inmate Physical Health and Mental Health Services?

**Response: The Equal Business Plan is a methodology plan which you put together regarding your company and the scope of work on the project in which you're bidding on. Please use your company letter head. A sample EBO Plan is included as Attachment II Addendum No. 2.**

26. Also, as a standard, many agencies like to allow two weeks between return of answers to questions and proposal submission date, in order to allow bidders to fully incorporate the answers into their programs and pricing – this is very often of benefit to the purchasing entity, as it provides them with the strongest possible proposals. Would Fulton County consider extending the proposal due date to the date two weeks following issuance of the answers to questions?

**Response: Yes. The RFP due date was extended to March 17, 2011 under Addendum No. 1.**

27. Could the county provide at least two months of drug utilization by drug name, strength, units, and number of prescriptions (number of fills)?

**Response: Information not available.**

28. May we please have a copy of the current vendor's contracts for physical and mental health services?

**Response: Yes. See Attachments III and IV under Addendum No. 2.**

29. May we please have a copy of the Medical Screening that the officers perform at Intake?

**Response: Yes. See Attachment V under Addendum No. 2.**

30. On a Monthly Average over the last two years, please provide the number of, or percentage of population, depending on availability of information):

**Response: See below**

**History & Physicals completed: 2010 avg 1,526/mo**

**Sick Call visits: 2010 avg 3,665/mo**

**X-rays performed on-site: 2010 avg 355/mo**

**Dialysis visits: Avg 9/mo**

**Hospital Admissions: Information not available**  
**Hospital Inpatient Days: (Costs associated with Grady Health Systems are not the responsibility of the Vendor); Information not available**  
**Outpatient surgeries: Information not available**  
**Outpatient Specialty visits: Information not available**  
**Outpatient Radiology visits: Information not available**  
**Other Outpatient visits: Information not available**  
**Suicide watch: 2010 avg404**  
**Suicides completed:1 in 2010; 1 in2009**  
**Inmate deaths, not including suicide: 4 in 2010: 6 in 2009**  
**Patients on Prescription Meds: 50%**  
**Patients on Psychotropic Meds: 25-30%**  
**Patients on HIV Medications: 2010 avg80/mo**  
**Patients on Hepatitis C treatment: None. Patients are not started on therapy in Jail.**  
**Chronic Care Patients with:**  
i) **Asthma/ COPD**  
ii) **Diabetes**  
iii) **Infectious disease**  
iv) **Hypertension/cardiovascular**  
v) **Seizures**

**Information not available on the above**

**On-site specialty care visits by type (OB, Ortho, Cardiology, etc.): Information not available.**

**Grievances filed in relation to Medical Services: 5-6% of total population**

31. Who owns the EKG machine currently on-site?

**Response: The vendor.**

32. Who is responsible for ambulance transport costs?

**Response: The County**

33. Who is the current pharmacy vendor?

**Response: Currently in-house.**

34. Where do patients receive dialysis services? If on-site, who is the current provider?

**Response: Grady Hospital.**

35. On page 5-20 of the RPF, Form G: Georgia Professional License Certification requests a License Type as well as Number. To which license does this form refer? A business license? Please clarify.

**Response: Not applicable to this RFP**

36. Could you please post more details about the Fulton County First Source Jobs Program in order to be clear about the County's requirements?

**Response: Please review Exhibit H Fulton County First Source Jobs Program which gives full details on what is required. If your company is awarded this contract, Fulton County encourages you to go through their First Source Job Program for 50% of your entry level positions. (Ex. clerks, data entry, etc.)**

37. Can you provide the RFP in a word document format? If so, we would like to request a formatted copy.

**Response: No. It is available only in a pdf format.**

## ATTACHMENT III

**The Equal Business Plan is a methodology plan which you put together regarding your company and the scope of work on the project in which you're bidding on. Please use your company letter head.**

**Company Name**  
**(Address & contact number(s))**

### **Equal Business Opportunity (EBO) Plan**

**(Name of Company)** believes in diversity and it is an important business strategy. We here at (name of company) work proactively to identify minority/women own companies that meet our vendor/subcontracting needs during our search for services needed for the company. We actively look and work to ensure that we have a diverse list to select vendors to choose from for subcontracting. Our goal is to have a portfolio of vendors that reflect the diversity of the markets in which we do business with. The following trades/services will be subcontracted out: (put those trades or services)

(Name of Company) will make an effort to use qualified Minority/Female Business by:

1. Engage in teaming arrangements that will form a relationship with M/FBE firms
2. Advertise in the local paper, trade publications and on the company's website to provide notice of subcontracting opportunities. As well as advertise on Fulton County's web site.
3. Conduct pre-solicitation meetings to inform M/FBE of subcontracting opportunities
4. Network with companies prime companies that provide the same service as our company in order to share their listing of M/FBE vendors

We understand that the Contractor Compliance Department of Fulton County has a listing of certified M/FBE vendors that prime contractors can use for various services needed, therefore we would contact them.



**FULTON COUNTY**

*Vision*  
*People Families Neighborhoods*

*Mission*  
*To serve, protect and govern in concert with local municipalities*

*Values*  
*People Customer Services*  
*Ethics Resource Management*  
*Innovation Equal Opportunity*

**CONTRACT DOCUMENTS FOR**

**07RFP00019YB-CL**

**Inmate Mental Health Services**

**For**

**Office of the Sheriff**

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# CONTRACT AGREEMENT

Consultant: **Correctional Medical Associates, Inc.**  
Contract No.: **07RFP00016YB**  
Address: **3379 Peachtree Road, N.E., Suite 330**  
City, State **Atlanta, Georgia 30326**  
Telephone: **(404) 760-0296**  
Facsimile: **(404) 760-0298**  
Contact: **Sandra Wayland, Chief Operating Officer**

This Agreement made and entered into effective the 7th day of June, 2007, by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **Correctional Medical Associates, Inc., also d/b/a Comprehensive Medical Associates, Inc.**, to provide professional mental health services to inmates in the Fulton County Jail, Atlanta, Fulton County, Georgia, hereinafter referred to as "**Contractor**".

## WITNESSETH

WHEREAS, County through its **Office of the Sheriff**, hereinafter referred to as the "**Sheriff's Office**", desires to retain a qualified and experienced Contractor to provide professional mental health services to the Sheriff's Office for one (1) year or 12 months from the effective date of this Agreement with the option to renew for two (2) additional one (1) year terms.

WHEREAS, Contractor has represented to County that it is experienced and has qualified and local staff available to commit to the Contract and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Contractor agree as follows:

## ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Contractor, and Contractor hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;

- IV. Exhibit B: Special Conditions (*not applicable*);
- V. Exhibit C: Scope of Work;
- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms;
- IX. Exhibit G: Contract Compliance Form;
- X. Exhibit H: Insurance and Risk Management Forms;
- XI. Schedule 1: Minimum Staffing Levels of Contractor

The foregoing documents constitute the entire Agreement of the parties and are intended as a complete and exclusive statement of promises, representations, discussions and agreements, oral or otherwise, that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Policy and Procedure 800-6 governing change orders, is signed by the County's and the Contractor's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) Contractor's proposal.

The Agreement was approved by the Fulton County Board of Commissioners on June 6, 2007 and July 18, 2007; BOC 07-0492(4).

In accordance with the above and subject to the terms and conditions hereof, the County hereby retains and appoints Contractor to provide Inmate Mental Health Services as provided herein to the inmates at the Fulton County Jail facilities, as defined in the Section 1.2 of the Request for Proposals. Contractor hereby accepts such appointment and agrees to provide Inmate Mental Health Services in accordance with the terms and conditions of this Agreement.

## ARTICLE 2. SEVERABILITY

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

## ARTICLE 3. DESCRIPTION OF PROJECT

County and Contractor agree that the Project is to provide professional mental health services for inmates at the Fulton County Jail facilities to the Sheriff's Office for one (1) year or 12 months from June 7, 2007, with two (2) options to renew for one (1) additional year. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

## ARTICLE 4. SCOPE OF SERVICES

- 4.1 Unless modified in writing by both parties in the manner specified in Article 1 of the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Additionally, the Parties agree that County shall not pay or otherwise compensate Contractor for any services, goods, or deliverables outside of the scope of service incorporated herein. County shall not make any exceptions or waivers in this matter. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Services.
- 4.2 During the term hereof, Contractor shall provide to the inmates at the Fulton County Jail facilities, on a twenty-four per day, seven day per week basis, at its own cost and expense, each of the following services (referred to collectively as "Inmate Mental Health Services"):
- (a) Chemical Treatment Dependency Program;
  - (b) Psychological services;
  - (c) Women's Program;
  - (d) Behavior Management Program;
  - (e) Psychological evaluations;
  - (f) Education;
  - (g) In-service training;
  - (h) Pharmacy services, including the distribution of medication to the inmates;
  - (i) Laboratory services;
  - (j) Program support services; and
  - (k) All other Inmate Mental Health Services.

Such Services shall be provided in accordance with Fulton County Jail policies and procedures, as they exist now or in the future, during the term of this Agreement, and as provided in the Request for Proposals, incorporated herein by reference.

The Fulton County jail facilities are the Fulton County Jail located at 901 Rice Street, Atlanta, Georgia; the Bellwood Correctional Institution, located at 11101 Jefferson Street, Atlanta, Georgia; the 2F Capital Building located at 781 Marietta Street, Atlanta, Georgia; and the Alpharetta City Jail.

- 4.3 Upon the booking and commitment of an inmate to the Fulton County Jail, Contractor shall provide and bear the costs of all Mental Health Services regardless of the nature of the illness or injury or whether or not the illness or injury occurred prior to or subsequent to the individual's incarceration at the Fulton County Jail. Contractor shall not bear the costs of any health

care services or other medical treatment provided prior to the inmate's booking and commitment to the Fulton County Jail.

- 4.4 Contractor shall arrange for the timely admission of any inmate who, in the opinion of Contractor's Mental Health Director, requires hospitalization. Contractor shall utilize facilities owned and/or operated by the Fulton-DeKalb Hospital Authority ("Grady") or Georgia Regional Mental Health Hospital ("Georgia Regional") for the provision of inpatient and outpatient hospital mental health care services. Contractor shall also bear the associated costs of any treatment on-site in accordance with diagnoses or prescriptions given by Grady or Georgia Regional. Contractor shall not be responsible for the costs of inpatient hospitalizations and outpatient care rendered at Grady or at Georgia Regional. Contractor shall not utilize Grady, Georgia Regional, or any other hospital for the provision of services that Contractor is obligated to provide on-site at the Fulton County Jail facilities under this Agreement.
- 4.5 Contractor shall provide, at its sole cost and expense, continuous medical treatment, including medication, prescribed for and confirmed by an inmate's diagnosing physician if a previously diagnosed condition exists, during the inmate's tenure at the Fulton County Jail facilities; provided, however, that Contractor shall not be required to provide such treatment or medication if, after a full examination and any medically required tests, Contractor's Mental Health Director determines that such treatment is not medically required. In such event, Contractor shall be responsible for indemnification of the County, the Sheriff, the Sheriff's Office, and all officers or employees of the County in accordance with Article 22 of this Agreement.
- 4.6 Inmate Mental Health Services are intended only for those inmates in the actual physical custody of the Fulton County Jail facilities, including inmates under guard by the Sheriff's Office in outside hospitals. Such inmates will be included in the daily population count. Contractor shall bear no responsibility for any other inmates, including those in outside hospitals who are not under guard, unless Sheriff's Office agrees to provide Inmate Mental Health Services to inmates housed in another jail or other facility pursuant to an interagency agreement or intergovernmental agreement, in which case Contractor and Sheriff's Office will mutually determine, in good faith, whether to reallocate Contractor's resources to the other jail or facility or whether Contractor will be asked to add additional resources, at additional cost, at the other jail or facility. Except as herein provided, inmates not in the physical custody of the Fulton County Jail facilities will not be deemed to be inmates, nor will they be included in the daily population count. Further, Contractor shall not be responsible for furnishing, or for the costs of furnishing, Inmate Mental Health Services to inmates on any sort of temporary release, including, but not limited to, inmates on bond, inmates temporarily

released for the purpose of attending funerals or to other family emergencies, inmates on escape status, and inmates on pass, parole, or supervised custody who do not sleep in any of the Fulton County Jail facilities at night, and such inmates will not be included in the daily population count. Except as herein provided, inmates in the custody of other penal institutions or jails at the request of the County shall likewise be excluded from the daily population count and it shall not be Contractor's responsibility, either to furnish or to pay the costs of, Inmate Mental Health Services to those inmates. Once an inmate has been recommitted to the Fulton County Jail, for any reason, Contractor shall be responsible for providing all Inmate Mental Health Services to the inmate, regardless of the nature of the services or whether or not the condition or injury requiring such treatment occurred during the temporary release.

- 4.7 Contractor shall be responsible for providing, at its cost and expense, medically necessary Inmate Mental Health Services to inmates from other facilities while housed at any of the Fulton County Jail facilities, in accordance with the provisions of this Agreement, as if such inmates had been originally committed to the Fulton County Jail.
- 4.8 Inmates assigned to Work Release shall be personally responsible for the costs of any Inmate Mental Health Services provided to them and, except in case of emergency; Contractor shall have no responsibility to provide mental health services to such inmates. Contractor may assist with arranging the necessary transportation for said inmates to obtain mental health services. Inmates working on a detail assignment for the County shall not be considered to be on Work Release. The determination of the Sheriff's Office Medical Director in this regard shall be final and conclusive.
- 4.9 (a) Contractor shall undertake and maintain the Fulton County Sheriff's Office accreditation from the National Commission on Correctional Health Care ("NCCCHC"), the American Correctional Association ("ACA"), and the AMA, to the extent such certification procedures exist during the term of this Agreement. Contractor shall provide to the Sheriff any documentation of licensure and accreditation for the Fulton County Jail facilities and any other hospitals, clinics, or other facilities utilized by Contractor. Contractor shall undertake any and actions necessary to maintain NCCCHC accreditation, within the scope of this Agreement.
- (b) Contractor shall provide all mental health services necessary to meet or exceed: (i) all constitutional obligations of the County and the Sheriff's Office with respect to mental health care for inmates of the Fulton County Jail facilities; and (ii.) any other requirements or applicable guidelines under local, state, or federal law, as such may exist at any time during the term of this Agreement. Contractor shall meet these obligations in accordance with the ACA Manual of Standards for Adult Correctional

Institutions and the NCCHC Standards for Health Service in Jails, as they pertain to mental health services.

- 4.10 Contractor agrees to comply with all security rules and regulations of the Sheriff's Office.
- 4.11 Contractor agrees to coordinate its provision of mental health services with Grady Hospital, inmate's personal physicians, and any other provider of physical or mental health services to inmates, and shall work in good faith with these other providers.
- 4.12 If any inmate requires off-site non-emergency mental health services including, but not limited to, hospitalization and specialty services, the Sheriff's Office will, upon prior request by Contractor, provide transportation as reasonably available. Contractor shall not be responsible for providing such transportation, or for its cost. When medically necessary in accordance with NCCHC and ACA standards and constitutional requirements, Contractor will schedule mental health emergency ambulance transportation. If Contractor is unable to arrange for emergency ambulance transportation, Contractor shall immediately notify the Sheriff's Health Care Administrator of the situation.
- 4.13 The silence of this Contract, or of any of the documents incorporated into it by reference, with regard to items or services typically a part of the contracted-for service shall not relieve Contractor of the obligation to perform.

#### **ARTICLE 5. DELIVERABLES**

Contractor shall provide to County, in a timely manner, all deliverables specified in Exhibit D, Project Deliverables. Contractor shall supply, in a mutually agreed upon time and at Contractor's expense, such additional ad hoc reports as may be requested from time to time by the Sheriff's Office.

#### **ARTICLE 6. SERVICES PROVIDED BY COUNTY**

Contractor shall gather from County all available non-privileged data and information pertinent to the performance of the services. Certain services as described in Exhibit C, Scope of Services, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Contractor in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define

County's policies, consistent with County rules and regulations. Contractor may rely upon written consents and an approval signed by the County's authorized representative that is consistent with County rules and regulations and Articles 1, 4, and 7 of this Agreement.

#### **ARTICLE 7. MODIFICATIONS/CHANGE ORDERS**

If during the course of performance, County and Contractor agree that it is necessary to make changes in the services as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Policy 800-6, which is incorporated by reference herein.

#### **ARTICLE 8. SCHEDULE OF WORK**

Contractor shall proceed to furnish such services and County shall become obligated to pay for same commencing June 7, 2007.

#### **ARTICLE 9. CONTRACT TERM**

- 9.1 One (1) year contract from June 7, 2007, through June 6, 2008, with the option to renew for two (2) additional one (1) year terms, subject to the approval of the Board of Commissioners and further subject to the availability of funds.
- 9.2 Upon termination of this Agreement, by expiration or otherwise, responsibility for providing Inmate Mental Health Services will transfer from Contractor to the County. Until the final date of termination, Contractor shall continue to perform all of its duties and obligations hereunder and shall cooperate fully with the Sheriff, the County, and any subsequent Contractor, if applicable, in effectuating a successful transfer of responsibility for the services rendered hereunder.

#### **ARTICLE 10. COMPENSATION AND PAYMENT FOR SERVICES**

Compensation for work performed by Contractor shall be in accordance with the payment provisions and compensation schedule set forth in Article 40 of this Agreement.

The total contract amount for services rendered from June 7, 2007, through June 6, 2008, shall not exceed \$4,041,425.60, which is full payment for the complete scope of services.

#### **ARTICLE 11. PERSONNEL AND EQUIPMENT**

- 11.1 Contractor shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Contractor on all matters pertaining to this contract.
- 11.2 Contractor represents that it has secured or will secure, at its own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Contractor under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.
- 11.3 Written notification shall be immediately provided by Contractor to County upon change or severance of any of the key personnel herein identified: Mental Health Director, Director of Nursing or any subcontractor performing services under this Agreement. No changes or substitutions shall be permitted in Contractor's key personnel or subcontractor as set forth herein without the prior written approval of the County. Requests for changes in key personnel or subcontractors will not be unreasonably withheld by County.
- 11.4 Contractor will provide professional, technical, and support personnel necessary for the staffing of Inmate Mental Health Services as described in and as required by this Agreement. Contractor shall provide staffing as described Schedule 1 of this Agreement, attached hereto and incorporated herein by reference. If population exceeds 2800 for a period of at least three (3) consecutive months, the Sheriff's Office may, subject to Board approval, establish new staffing levels and adjust compensation accordingly.
- 11.5 Contractor shall procure and retain replacement personnel to fill any vacant healthcare staff positions provided on Schedule 1. A position shall be deemed to be "vacant" if an employee of Contractor who is scheduled to be on-site during a specific time is absent for one (1) hour or more and no qualified replacement is filling the position.
- 11.6 Contractor shall interview each staff candidate with special focus on technical expertise, emotional stability, and motivation, and shall hire only those employees who are qualified and licensed in accordance with Section 11.7 of this Agreement. Contractor's final selections shall be subject to approval by the Sheriff and by the County. All of Contractor's personnel must pass a background investigation conducted by the Sheriff's Office as a prerequisite for initial and continued employment. Rejection of any applicant or current employee by the Sheriff's Office shall be final and binding. All candidates must make an on-site visit to the Fulton County Jail facilities prior to rendering a formal decision to accept

an offer of employment from Contractor. All of Contractor's personnel shall meet the minimum requirements established by the Fulton County Personnel Department for comparable positions, and all of Contractor's personnel shall comply with current and future state, federal, and local laws, regulations, court orders, administrative regulations, administrative directives, and policies and procedures of the Sheriff's Office, including all security regulations and procedures.

- 11.7 All personnel provided or made available by Contractor to render services hereunder shall be licensed, certified, or registered, as appropriate, in their respective areas of expertise as required by applicable Georgia law, without any license, certification, or registration restriction whatsoever and as appropriate in their respective areas of expertise pursuant to applicable Georgia law, federal law, applicable standards and rules of the ACA, NCCHC, and the American Medical Association, to the extent such standards and rules exist during the term of this Agreement (including any modifications or extensions thereto), and any other applicable legal requirements. Contractor shall provide to County, upon request, full documentation of all of Contractor's personnel, including a resume, work history, clinical skills, and a photocopy of any license, certificate, or other documentation evidencing degrees, licenses, or certificates for each such position and employee. Contractor shall furnish to the County, upon request, documentation of licensing, registration, and accreditation of all hospitals, clinics, or other facilities utilized by Contractor to provide services hereunder.
- 11.8 Personnel hired by Contractor to fill the following positions shall meet the following requirements:
- (a) Mental Health Director: Licensed, board-certified psychiatrist with a minimum of three (3) years' experience in correctional health care or a comparable clinical environment.
  - (b) Director of Nursing: Licensed, registered nurse with a minimum of three (3) years experience in correctional healthcare or a comparable clinical environment.
- 11.9 If the County or the Sheriff shall become dissatisfied with any health care personnel provided by Contractor, or by any independent contractor, subcontractor, or assignee, Contractor shall, in recognition of the sensitive nature of correctional healthcare services, upon receipt of written notice from the County or from the Sheriff of the grounds for such dissatisfaction, and in consideration of the reasons therefore, exercise its best efforts to resolve the problem. Notwithstanding the foregoing, if the County or the Sheriff requests that any employee, independent contractor, subcontractor, or assignee be replaced, Contractor shall promptly comply with such request.

- 11.10 Contractor shall not employ or otherwise engage inmates in the direct or indirect rendering of healthcare services.
- 11.11 Contractor may, in the performance of its obligations under this Agreement engage certain healthcare professionals as independent contractors rather than as employees. Contractor agrees that it will not so delegate or subcontract without the prior consent of the County and the Sheriff. As the relationship between Contractor and these professionals shall be that of independent contractor, Contractor shall not be considered to be engaged in the practice of medicine or other profession practiced by these professionals. However, Contractor shall exercise such administrative supervision over such professionals as is necessary to ensure the strict fulfillment of all of Contractor's obligations under this Agreement. For each agent and subcontractor, including all medical professionals, physicians, and nurses performing duties as agents or independent contractors of Contractor under this Agreement, Contractor shall provide the County proof, upon request, that there is in effect an insurance policy or policies, as the case may be, in amounts of at least the minimum coverages required by Section 7 of the Request for Proposals.
- 11.12 During the performance of this Agreement, Contractor and its employees, agents, subcontractors, assignees, and independent contractors (generally, "Contractor") agree as follows:
- (a) Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national or ethnic origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to Contractor's normal operations. Contractor shall post notices, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - (b) In all solicitations or advertisements for employees, Contractor shall state that it is an equal opportunity employer.
  - (c) Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
- 11.13 Contractor shall provide continuous in-service educational programs, with topics identified on an on-going basis through the Continuous Quality Improvement Program. Contractor shall provide a minimum of forty (40) hours of annual in-service training for full-time employees, including physicians, and a minimum of twenty (20) hours of annual in-service training for part-time employees. For the purposes of this Section, an independent contractor shall receive the same amount of in-service training as an employee, based upon the hours worked.

## ARTICLE 12. SUSPENSION OF WORK

**Suspension Notice:** The County or the Sheriff may, by written notice to the Contractor, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Contractor must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

**Notice to Resume:** Upon receipt of notice to resume suspended services, the Contractor will immediately resume performance under this Agreement as required in the notice.

Contractor may suspend service when the total payments by the County equal or exceed the total contract amount as specified in Article 10. Contractor must resume service if the total contract amount is increased.

#### ARTICLE 13. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Fulton County Sheriff's Office's designated representative. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, a copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This condition and determination shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by any evidence. In connection with any appeal proceeding under this clause, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, Contractor shall proceed diligently with performance of the Agreement and in accordance with the decision of the Sheriff's Office's designated representative.

#### ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE

14.1 Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions

of the Agreement. Any party seeking to terminate this Agreement is required to give the other party thirty (30) days prior written notice and opportunity to cure the failure to perform.

- 14.2 Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- 14.3 **TIME IS OF THE ESSENCE with respect to Contractor's obligations** and if the Contractor refuses or fails to perform the work as specified in Exhibit C, Scope of Services and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure performance of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time, the County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination.
- 14.4 The County may, by written notice to Contractor, terminate Contractor's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, at Contractor's expense, and Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- 14.5 Contractor shall be entitled to receive compensation for any satisfactory work completed as reasonably determined by the County.
- 14.6 Whether or not the Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Contractor to complete the project.

#### ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY

- 15.1 Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by giving sixty (60) days written notice to Contractor. If the Agreement is terminated for convenience by the County, as provided in this article, Contractor will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Contractor which shall itemize each task element and

briefly state what work has been completed and what work remains to be done.

15.2 The parties may terminate this Agreement at any time, by mutual agreement in writing, upon the terms and date mutually agreed upon therein.

#### ARTICLE 16. WAIVER OF BREACH

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

#### ARTICLE 17. INDEPENDENT CONTRACTOR

Contractor shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Contractor or any of its agents or employees to be the agent, employee or representative of County.

#### ARTICLE 18. RESPONSIBILITY OF CONTRACTOR

Contractor represents that it has, or will secure at its own expense, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Contractor or under the direct supervision of Contractor. All personnel engaged in the Project by Contractor shall be fully qualified and shall be authorized or permitted under applicable State and local laws to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Contractor without the prior written consent of the County.

#### ARTICLE 19. COOPERATION WITH OTHER CONTRACTORS

Contractor will undertake the work in cooperation with and in coordination with other projects or related work performed for, with or by County's employees, appointed committee(s) or other Contractors. Contractor shall fully cooperate with such other related Contractors and County employees or appointed committees. Contractor shall provide within its schedule of work, time and effort to coordinate with County employees and with other Contractors under contract with County. Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by County employees. Contractor shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Contractor in any manner.

## ARTICLE 20. ACCURACY OF WORK

Contractor shall be responsible for the accuracy of its work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Contractor of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Contractor shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Contractor. Contractor shall give immediate attention to these changes so there will be a minimum of delay to others.

## ARTICLE 21. REVIEW OF WORK

Authorized representatives of County may at all reasonable times review and inspect Contractor's activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, and computations prepared by or for Contractor shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County or of the Sheriff's Office. Acceptance shall not relieve Contractor of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Contractor shall produce progress reports or copies of any work as performed under this Agreement. Refusal by Contractor to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to Contractor until Contractor complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Contractor. The County's access to information under this provision shall be limited to information necessary to monitor contract compliance, as determined in the sole discretion of the County.

## ARTICLE 22. INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its officers, agents, employees and successors and assigns from and against any and all liability, loss, damages, claims, suits, liens, and judgments including attorneys fees, of whatever nature, including claims for contributions and/or indemnification, for injuries to or death or any person or persons, or damage to property or other rights of any person or persons caused by (1) any failure by the Contractor to perform its obligations under this Agreement; (2) the negligent, intentional or willful misconduct of the Contractor or any of its officers, directors, employees, representatives, agents or Subcontractors in connection with this Agreement; (3) Contractor's fault; or (4) the performance of the Contractor's obligations under this Agreement. The Contractor shall also indemnify the County to the extent provided elsewhere in this Agreement. To the extent there is a determination that Contractor has acted as an agent of the County, the Contractor is specifically excluded from the term "agent" mentioned in the

previous sentence, such that Contractor will be required to comply with the requirements of this Article. Contractor's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall also include but not be limited to any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. Contractor shall not indemnify or hold harmless the County for the acts or omissions of employees or officers of the County. Contractor further agrees to protect, defend, indemnify and hold harmless County, its officers, agents and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employees of Contractor. These Contractor indemnities shall not be limited by reason of the listing of any insurance coverage.

These indemnity provisions are for the protection of the County indemnitees only and shall not establish, of themselves, any liability to third parties. The provisions of this article shall survive termination of this Agreement.

#### ARTICLE 23. CONFIDENTIALITY

Contractor agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, data and studies prepared by Contractor pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of County and be delivered to the designated representative of the Sheriff's Office; provided Contractor may retain a copy of documents or other information as necessary related to pending claims or other matters.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the work, its conduct results, or data gathered or processed should be released by Contractor without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Contractor, but should any such information be released by County or by Contractor with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

**ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION**

Contractor agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Contractor or any subcontractor is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the Office of the Sheriff. All electronic files used in connection to this Agreement, which include, by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Contractor shall have no interest of any kind in such electronic files; provided Contractor may retain a copy of such files as necessary related to pending claims or other matters. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Contractor and registered in the name of the Office of the Sheriff, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Contractor has pre-existing proprietary rights and/or has otherwise been licensed to Contractor prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

**ARTICLE 25. COVENANT AGAINST CONTINGENT FEES**

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Contractor for the purpose of securing business and that Contractor has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

**ARTICLE 26. INSURANCE**

Contractor agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit G, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

## ARTICLE 27. PROHIBITED INTEREST

### Section 27.01 Conflict of interest:

Contractor agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Contractor further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

### Section 27.02 Interest of Public Officials:

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

## ARTICLE 28. SUBCONTRACTING

Contractor shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

## ARTICLE 29. ASSIGNABILITY

Contractor shall not assign or subcontract this Agreement or any portion thereof without the prior express written consent of County. Any attempted assignment or subcontracting by Contractor without the prior express written consent of County shall at County's sole option terminate this Agreement without any notice to Contractor of such termination. Contractor binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

## ARTICLE 30. ANTI-KICKBACK CLAUSE

Salaries of employees performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Contractor hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

## ARTICLE 31. AUDITS AND INSPECTORS

At any time during normal business hours and as often as County or the Sheriff's Office may deem necessary, Contractor shall make available to County, the Sheriff's Office and/or representatives of the County or the Sheriff's Office for

examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County, the Sheriff's Office and/or representatives of the County or Sheriff's Office to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Contractor's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Contractor. To the extent County or the Sheriff's Office audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Contractor's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County or the Sheriff's Office any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Contractor. Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for three years from the date of final payment under the Agreement, for inspection by County, the Sheriff's Office, or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County or the Sheriff's Office. Contractor agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee. The County's access to information under this provision shall be limited to information necessary to monitor contract compliance, as determined by the County in its sole discretion.

#### ARTICLE 32. ACCOUNTING SYSTEM

Contractor shall have an accounting system, which is established and maintained in accordance with generally accepted accounting principles. Contractor must account for costs in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

#### ARTICLE 33. VERBAL AGREEMENT

No verbal agreement or conversation with any officer, agent or employee of County or the Sheriff's Office either before, during or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Agreement. All changes to this Agreement shall be in writing and in the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

## ARTICLE 34. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Office of the Sheriff, Fulton County  
185 Central Avenue, 9<sup>th</sup> Floor  
Atlanta, Georgia 30303  
Telephone: 404-730-6598  
Attention: *Roland Lane, Chief Administrative Officer*

### **With a copy to:**

Fulton County Department of Purchasing  
Purchasing Director  
130 Peachtree Street, Suite 1168  
Atlanta, Georgia 30303  
Telephone: (404) 730-5800  
Facsimile: (404) 893-6273  
Attention: *Jerome Noble*

Notices to Contractor shall be addressed as follows:

Comprehensive Medical Associates, Inc.  
3379 Peachtree Road, NE, Suite 330  
Atlanta, Georgia 30326  
Telephone: 404-760-0296  
Attention: *Sandra Wayland*

### **With a copy to:**

H. Michael Dever  
Friedman, Dever & Merlin, LLC  
5555 Glenridge Connector, NE, Suite 925  
Atlanta, Georgia 30342

## ARTICLE 35. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be solely in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

**ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, Contractor agrees as follows:

- 36.01 Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;
- 36.02 Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, Contractor state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin;
- 36.03 Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**ARTICLE 37. FORCE MAJEURE**

Neither County nor Contractor shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Contractor from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

**ARTICLE 38. OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. Contractor acknowledges that any documents or computerized data provided to County by Contractor may be subject to release to the public. Contractor also acknowledges that documents and computerized data created or held by Contractor in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. Contractor shall cooperate with and provide assistance to the County in rapidly and timely responding to Open Records Act requests. Contractor shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by Contractor. Contractor shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

**ARTICLE 39. CONTRACTOR'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT**

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Contractor submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between Contractor and the County, such that Contractor's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

**ARTICLE 40. INVOICING AND PAYMENT**

Contractor shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all supporting documentation requested by the County, for payment and for services that were completed during the preceding month. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the work performed.

**Time of Payment:** Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Contractor by U.S. mail approximately thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 *et seq.*, pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

**Submittal of Invoices:** Contractor shall submit all invoices in original and one (1) copy to:



the prime Contractor is unable to pay sub-contractors or suppliers until it has received a payment from Fulton County, the prime Contractor shall pay all sub-contractors or supplier funds due from said payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

**Acceptance of Payments by Contractor; Release.** The acceptance by the Contractor of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Contractor for work performed or furnished for or relating to the service for which payment was accepted, unless the Contractor within thirty (30) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

#### ARTICLE 41. NON-APPROPRIATION

This Agreement states the total obligation of the County to the Contractor for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Contractor in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds. County's determination that sufficient funds have not been appropriated shall be binding on the parties and shall not be subject to review.

#### ARTICLE 42. WAGE CLAUSE

Contractor agrees that in the performance of this Agreement the Contractor will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

#### ARTICLE 43. PROGRAM SUPPORT SERVICES

In addition to providing on-site services, off-site services, and personnel services, Contractor shall provide the following professional management services to support the healthcare delivery system and the mental health program at the Fulton County Jail facilities:

- 43.1 Contractor shall develop, implement, and operate under written protocol, policies, and procedures that comply with all standards and requirements of the Agreement, and shall conduct an annual review of its protocol, policies, and procedures. All such protocol, policies, and procedures shall address the healthcare unit, the medical staff, and the administrative staff. All protocol, policies, and procedures shall receive written approval by the Sheriff prior to their implementation.
- 43.2 Contractor shall institute and maintain a Quality Improvement Committee, which shall develop and implement all protocols, policies, and procedures necessary for the operation of the Fulton County Jail facilities' mental health program, with the objective to assure that quality mental health services are available to inmates. The Committee shall, within six (6) months of the effective date of this Agreement, develop and implement a written Continuous Quality Improvement Program for assuring that quality mental health services are available to inmates. This program shall include on-site inspections by a disinterested third party at Contractor's cost. The program shall also include evaluation of the inmates' mental health care, at both on-site and off-site locations, on a continual basis for quality, appropriateness, and continuity of care. Contractor shall conduct peer review as a part of its quality assurance program. Such peer review shall include the conducting of random audits of the mental health records at the Fulton County Jail to assure compliance with all treatment protocols and procedures. Contractor shall further cooperate with any inspections of the mental health services program at the Fulton County Jail initiated and paid for by the County. In the event such inspections reveal any performance deficiencies by Contractor, the County or the Sheriff shall so inform Contractor and Contractor shall have a reasonable period of time, not to exceed thirty (30) days, to develop and present a corrective action plan to the County or to the Sheriff.
- 43.3 Contractor shall develop, implement, and operate under a written cost-containment program, which shall include a mechanism by which Contractor shall control mental health care costs and define areas in which Contractor shall achieve cost savings, consistent with successful programs at other sites at which Contractor furnishes mental health services.
- 43.4 Contractor shall develop, implement, and operate a system for collecting and analyzing trends in inmate utilization of mental health services.

- 43.5 Contractor shall develop, implement, and operate under a written utilization management program for the review and analysis of the utilization of off-site service referrals, including sub-specialty and inpatient stays. The program shall include non-urgent hospitalization pre-certification, urgent hospitalization pre-certification, concurrent review, prospective denial, discharge planning, and prior authorization of targeted procedures. The utilization management program shall provide for reports demonstrating that a given use of outside services has been appropriate and medically indicated and that the length of stay (if applicable) is neither longer nor shorter than medically indicated. This Section shall apply to any corporate review, whether for inpatient or outpatient procedures.
- 43.6 Contractor shall develop, implement, and operate under policies and procedures for handling inmate complaints regarding mental health services. Contractor shall provide a system for tracking complaints from receipt to resolution. Contractor shall respond to and answer all official grievances within seventy-two (72) hours of receipt. Contractor shall generate and provide a weekly log of complaints received, which log shall include the name and identification number of the inmate, the date the complaint was received, a description of the complaint, and current and final disposition of such complaint.
- 43.7 Contractor shall ensure that its staff report any problems or unusual incidents to an administrator or his or her designee. Contractor's staff shall represent the mental health unit in discussions with local civic groups or visiting officials. Contractor's staff shall properly complete employee evaluations for those employees under its direct supervision, in accordance with applicable state rules, as requested by the County.
- 43.8 Contractor shall conduct an ongoing mental health education program for inmates. If the Sheriff so desires, Contractor shall conduct the same program for employees of the Sheriff's Office.

#### ARTICLE 44. REPORTS AND RECORDS

- 44.1 Contractor shall maintain and retain a complete, standardized, problem-oriented mental health record for each inmate in accordance with prevailing regulations for confidentiality, retention, and access. Contractor shall maintain each record in accordance with applicable laws, NCCHC and ACA standards, and the Sheriff's policies and procedures. Contractor shall ensure that its staff documents all contacts in the inmate's mental health record in the proper format. Each record shall contain, but not be limited to: an updated problem list and results of examinations, including laboratory tests, and all hospitals and outside service reports, including discharge summaries. Notwithstanding the foregoing, Contractor shall not be responsible for the condition of records taken before the effective date of the Agreement.

- 44.2 Contractor shall provide all mental health records, forms, jackets, and other materials necessary to maintain the mental health records. Contractor shall keep mental health records separate from the inmate's confinement record. A complete, legible copy of the applicable mental health record shall be available, at all times, to the County. Contractor shall comply with federal and state laws and the County's policy with regard to access by inmates and staff to mental health records. Contractor shall not release information contained in the mental health records except as provided by the County's policy, by a court order, or otherwise in conformance with applicable law. Contractor shall forward a copy of an inmate's mental health record or a summary of treatment, whichever is required by the receiving facility, in a timely manner, to the appropriate facility. Contractor shall ensure that a copy of the inmate's mental health record accompanies an inmate on each health service encounter, both inside and outside of the Fulton County Jail facilities. All mental health records of inmates shall be considered the property of Fulton County, and at the termination of this Agreement, Contractor shall deliver all mental health records to the Sheriff. The County will permit reasonable access by Contractor, after the termination of this Agreement, for the purposes of defending litigation.
- 44.3 Contractor shall provide to the County and the Sheriff, on a date and in a form specified by the Sheriff, monthly and annual reports relating to mental health services rendered under this Agreement. Contractor shall also compile monthly statistical data of services provided and shall create quarterly service reports. Contractor shall furnish these reports to the County and to the Sheriff, on a date and in a form specified by the Sheriff. Without limitation, Contractor shall furnish the County and the Sheriff a monthly report of the number and cost of psychotropic medications furnished to inmates pursuant to this Agreement.
- 44.4 Subject to applicable Georgia law, in order to assist Contractor in providing the best possible mental health services to inmates, the Sheriff may provide Contractor with information pertaining to inmates that the Sheriff and Contractor mutually agree is reasonable and necessary to aid Contractor in performing its obligations under this Agreement.
- 44.5 Contractor shall make available to the County and to the Sheriff all records, documents, and other papers relating to the delivery of mental health services to inmates under this Agreement. The Sheriff understands that some of the systems, methods, procedures, written materials, and other controls employed by Contractor may be proprietary in nature and are and will remain the intellectual property of Contractor. The Sheriff may not use, distribute, copy or otherwise utilize information concerning property identified as such by Contractor except: 1) in connection with the

delivery of mental health services under this Agreement; 2) as permitted or required by law; or 3) with the written approval of Contractor.

- 44.6 During the term of this Agreement, and for a reasonable time thereafter, as determined in the sole discretion of the Sheriff, the Sheriff will provide Contractor, at Contractor's request and sole expense, access to the Sheriff's records relating to the provision of mental health services as reasonably requested by Contractor for the purpose of investigating or defending any claim related to Contractor's conduct. Consistent with applicable law, the Sheriff may make available to Contractor such records as are maintained by the Sheriff, hospitals and other outside healthcare providers involved in the care or treatment of inmates (but only to the extent that the Sheriff has any control over those records) as Contractor may reasonably request. If any such information is furnished to Contractor, Contractor shall keep any such information confidential, and shall not, except as may be required by law, disclose or distribute any such information, documents, or records to any third party without the prior written approval of the Sheriff and the County.
- 44.7 Contractor shall not release or deliver any of the mental health records generated as a result of its services required hereunder to the general public or to federal, state, or local officials unless required by law to do so or authorized in writing to do so by the County. Contractor shall not make available to any individual or organization any reports, information, or data given to or prepared by or assembled by Contractor without the prior written approval of the County, except as otherwise provided herein. In the event that Contractor is requested to release or deliver any information in any proceeding, Contractor will give prompt notice of such request in order that the County may seek a protective order or otherwise object to the request. If Contractor is compelled by law to disclose any records, reports, documents, information, or data, Contractor may disclose such information without liability, provided that it has complied with the provisions of this Agreement, and provided further that Contractor gives the County written notice of the information to be disclosed as far in advance as is practicable and, at its expense, uses its best efforts to obtain assurances that the third party will accord confidential treatment to the information. No reports or other documents produced by Contractor shall be the subject of an application for copyright by or on behalf of Contractor, and all rights in such reports or other documents are reserved to the County. Notwithstanding the foregoing, the parties agree that Contractor may release an individual inmate's mental health record at the request of the inmate, or at the request of the inmate's legal representative.

#### ARTICLE 45. SECURITY

- 45.1 Contractor, the County, and the Sheriff's Office agree that adequate security services are necessary for the safety of Contractor's staff, the security of inmates, and the security of the Sheriff's staff, consistent with a correctional setting. The Sheriff will provide sufficient security to enable Contractor to safely and adequately provide Inmate Mental Health Services as described in this Agreement. Nothing herein shall be construed as to make the Sheriff, his deputies, or his employees a guarantor of the safety of Contractor's staff. The Sheriff shall determine, in his sole discretion, what level of security is sufficient.
- 45.2 Neither the County nor the Sheriff, nor any of their employees, shall be liable for loss of, or damage to, any equipment or supplies of Contractor unless such loss or damage was caused by the gross negligence of the County or of the Sheriff.
- 45.3 The Sheriff will provide security as he or she deems necessary and appropriate in connection with the transportation of any inmate between the Fulton County Jail facilities and any other location for off-site services as contemplated in this Agreement.
- 45.4 Contractor agrees to immediately remove from the Fulton County Jail facilities, upon request by the Sheriff, the Chief Jailer, or the County, any employee, agent, or subcontractor who, in the sole determination of the Sheriff or the County, poses a security risk at any of the Fulton County Jail facilities. Upon request, Contractor will be provided a written statement of the grounds for the request for removal, which will be provided within seven (7) days of Contractor's request for same. Contractor will be responsible for providing a substitute employee, agent, or subcontractor to fill the position of any such person as provided in Section 11.5 of this Agreement.

**ARTICLE 46. OFFICE SPACE, EQUIPMENT,  
INVENTORY AND SUPPLIES**

- 46.1 The County agrees to provide Contractor with office space, facilities, and equipment that currently exist in the Mental Health Unit at the Fulton County Jail, as well as all utilities (including all local telephone costs, but excluding long distance telephone cost, which Contractor shall reimburse to the County on a monthly basis). The County shall endeavor to provide inmates to perform necessary housekeeping of the office space and facilities to the extent sufficient suitable inmates, as determined in the sole discretion of the Sheriff's Office, are reasonably available to perform such services. Contractor has inspected the office space and facilities, and agrees that such space and facilities are sufficient for its agents, employees, and subcontractors to perform all obligations required under this Agreement. Contractor acknowledges that the County is presently engaged in a significant renovation program at the Fulton County Jail, and

agrees that any relocation or limitation on its use of the office space and facilities otherwise available for its use shall not be deemed a breach of this Agreement by the County or by the Sheriff, nor shall it entitle Contractor to any additional compensation.

- 46.2 The Sheriff's Office will continue to provide Contractor, beginning on the effective date of this Agreement, possession and control of all County mental health and office equipment and supplies at the Fulton County Jail facilities, subject to the provisions of Section 46.1, above. At the termination of this or any subsequent Agreements, County shall return to the County possession and control of all supplies, medical and office equipment that were in place at the Facilities' mental health care units prior to the commencement of services under this Agreement, in good working order, reasonable wear and tear excepted.
- 46.3 Contractor shall maintain all equipment necessary for the performance of this Agreement in good working order during the term of this Agreement. If additional equipment or instruments are required by Contractor during the term of this Agreement, Contractor shall purchase such items at its own cost. At the end of the term, or upon other termination of this Agreement, the Sheriff or the County may purchase Contractor's equipment and instruments based upon a mutually agreed upon depreciation schedule.
- 46.4 The Sheriff will provide, for each inmate receiving mental health services, the same services and facilities provided by the Sheriff for all inmates at the Fulton County Jail facilities, including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.

#### ARTICLE 47. LIQUIDATED DAMAGES

The parties agree to liquidated damages in the following amounts:

- (a) The failure of Contractor to fill vacant positions, as specified in this Agreement, will result in damages based upon the hourly rate of pay, including benefits, for each such position.

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

**OWNER:**

**FULTON COUNTY, GEORGIA**

*John H. Eaves* / EMS

John H. Eaves, Commission Chair  
Board of Commissioners

**CONTRACTOR:**

**CORRECTIONAL MEDICAL ASSOCIATES, INC.**

*Sandra Baccus*

Sandra Baccus  
President

**ATTEST:**

*Mark Massey*

Mark Massey  
Clerk to the Commission (Seal)

*[Signature]*

Secretary/  
Assistant Secretary

(Affix Corporate Seal)

**APPROVED AS TO FORM:**

*Blissie Paney*

Office of the County Attorney

**APPROVED AS TO CONTENT:**

*Myron E. Freeman*

Myron E. Freeman  
Sheriff



ITEM # 07-0492 RCS 7/18/07  
RECESS MEETING

# **ADDENDA**



## FULTON COUNTY PURCHASING DEPARTMENT

Winner 2000- 2005 Achievement of Excellence in Procurement Award  
National Purchasing Institute

Jerome Noble, Director



February 16, 2007

Re: 07RFP00019YB-CL  
Jail Inmate Mental Health Services

Dear Proposers:

Attached is one (1) copy of Addendum 1, hereby made a part of the above referenced Request for Proposal.

Except as provided herein, all terms and conditions in the RFP referenced above remain unchanged and in full force and effect.

Sincerely,

*Charles Leonard*  
Charles Leonard  
Chief Assistant Purchasing Agent

**07RFP00019YB-CL Jail Inmate Mental Health Services  
Addendum No. 1  
Page Two**

This Addendum forms a part of the contract documents and modifies the original RFP documents as noted below:

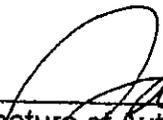
**Page 1-2 - Section 1:4 The Pre-Proposal Conference will be held on Monday, February 26, 2007 at 10:00 am at the Fulton County Jail, 901 Rice Street, Atlanta, Georgia 30308**

**ACKNOWLEDGEMENT OF ADDENDUM NO. 1**

The undersigned proposer acknowledges receipt of this addendum by returning one (1) copy of this form with the proposal package to the Purchasing Department, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30335 by the RFP due date and time April 3, 2007, 11:00 A.M.

This is to acknowledge receipt of Addendum No. 1, 27<sup>th</sup> day of March, 2007.

Correctional Medical Associates, Inc.  
Legal Name of Bidder

  
\_\_\_\_\_  
Signature of Authorized Representative

President  
\_\_\_\_\_  
Title



**DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE**

Winner 2000- 2006 Achievement of Excellence in Procurement Award  
National Purchasing Institute

**Jerome Noble, Director**



*March 16, 2007*

**Re: 07ITBP00019YB CL**  
**Jail Inmate Mental Health Services**

Dear Proposers:

Attached is one (1) copy of Addendum 2 hereby made a part of the above referenced *Request for Proposal*.

Except as provided herein, all terms and conditions in the *RFP* referenced above remain unchanged and in full force and effect.

Sincerely,

*Charles Leonard*  
**Charles Leonard**  
**Chief Assistant Purchasing Agent**

**07RFP00019YB CL - Jail Mental Health Services**  
**Addendum No. 2**  
**Page Two**

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

**Responses to Vendor questions and Exhibits: Mental Health Services**

ACKNOWLEDGEMENT OF ADDENDUM NO. 2

The undersigned proposer acknowledges receipt of this addendum by returning one (1) copy of this form with the proposal package to the Purchasing Department, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30335 by the RFP due date and time **April 3, 2007, 11:00 A.M.**

This is to acknowledge receipt of Addendum No. 2, 27<sup>th</sup> day of March, 2007.

Correctional Medical Associates, Inc.  
Legal Name of Bidder

  
\_\_\_\_\_  
Signature of Authorized Representative

President  
\_\_\_\_\_  
Title

**RESPONSE TO VENDOR QUESTIONS**  
**MENTAL HEALTH SERVICES REQUEST FOR PROPOSALS**  
**FULTON COUNTY SHERIFF'S OFFICE**

- Q. Section 2.16, page 2-7 references the following: "The County may add to or delete from the Project Scope of Work set forth in this RFP." Will the County formalize any additions or deletions through a contract amendment mutually agreed upon by the County and the vendor? Please elaborate on the meaning of this reference.
- A. Additions or deletions prior to the due date for proposals will be formalized via addendum to the Request for Proposals. Additions or deletions subsequent to that time will be formalized via contract amendment.
- Q. Please provide a copy of the current contract including any amendments or revisions for mental health services between Fulton County and the current mental health vendor.
- A. A copy of the current contract may be obtained from the Fulton County Department of Purchasing and Contract Compliance through an open records request.
- Q. Please provide any data or reports that reflect the mental health caseload statistics over the past 12 months. If such reports are not available, what is the current number of inmates on the mental health caseload?
- A. Available data was furnished to all potential vendors in attendance at the pre-bid conference (See attached Mental Health Nursing Services Report).
- Q. Please provide pharmaceutical statistical reports that reflect the number of inmates on psychotropic medications and associated psychotropic medication costs over the past 12 months.
- A. Available data was furnished to all potential vendors in attendance at the pre-bid conference. (See attached Pharmacy Report and Mental Health Medications)  
The annual cost for psychotropic medications was:
- 2006: \$1,230,720.00  
2005: \$1,172,112.00  
2004: \$1,115,300.00

The most frequently prescribed psychotropic medications prescribed were:

Doxepin HCL 10 mg/ml concentrate  
Dephenhsist 12.5/5ml elixer  
Diphenhydramine HCL 25 mg capsule  
Dephenhydramine HCL 50 mg capsule  
Valporic Acid 205 mg capsule  
Hydroxyzine Pamoate 25 mg capsule  
Seroquel 200 mg tablet  
Seroquel 100 mg tablet  
Hydroxyzine Pamoate 50 mg capsule  
Fluoxetine HCL 20 mg capsule  
Risperdal 1 mg tablet  
Risperdal 2 mg tablet  
Benztropine Mesylate 1 mg tablet  
Benztropine Mesylate 2 mg tablet  
Trazodone HCL 50 mg tablet  
Trazodone HCL 100 mg tablet  
Fluoxetine HCL 10 mg tablet  
Paroxetine HCL 20 mg tablet  
Valproate Sodium 250 mg/5 ml syrup  
Haloperidol Lactate 2 mg/ml concentrate  
Fluphenazine HCL 5 mg tablet  
Bupropion HCL 75 mg tablet  
Haloperidol 5 mg tablet  
Depakote ER 205 mg tablet  
Haloperidol 2 mg tablet  
Depakote ER 500 mg tablet  
Bupropion HCL 100 mg tablet  
Sertraline 100 mg tablet  
Sertraline HCL 50 mg tablet  
Amitriptyline HCL 100 mg tablet  
Amitriptyline HCL 50 mg tablet  
Chlorpromazine HCL 100 mg tablet  
Perphenazine 4 mg tablet  
Chlorpromazine HCL 25 mg tablet  
Zyprexa 5 mg tablet  
Zyprexa 10 mg tablet  
Zyprexa 15 mg tablet  
Trifluoperazine HCL 5 mg tablet  
Lithium Carbonate 300 mg capsule  
Venlafaxine 75 mg tablet  
Lexapro 10 mg tablet  
Lexapro 20 mg tablet  
Chlorpromazine HCL 50 mg tablet  
Geodon 40 mg capsule

Geodon 60 mg capsule  
Trihexyphenidyl 5 mg tablet  
Trifluoperazine HCL 1 mg tablet  
Thiothixene 5 mg capsule  
Amitriptyline HCL 25 mg tablet

- Q. Page 3-2: Is the vendor responsible for payment of the accreditation and the survey?
- A. Yes.
- Q. Is the Fulton County Jail currently accredited? If so, by what organization: the ACA, NCCHC, and/or CALEA? When was the last survey date for each organization?
- A. The Fulton County Sheriff's Office possesses the coveted Triple Crown, and is the only Georgia agency to be accredited by CALEA, ACA, and NCCHC. All three organizations completed on-site audits during calendar year 2006.
- Q. Page 3-5, Section D.5, Utilization Management: The RFP references referrals for off-site outpatient services and as such appears tailored to a medical vendor. Please clarify the applicability of this section to a mental health vendor.
- A. The Mental Health vendor will not be responsible for off-site outpatient services, such as emergency room referrals for psychiatric emergencies.
- Q. Page 3-6, Section D.6.e: Please provide a description of the current "system of identifying inmates classified with moderate to severe mental health conditions."
- A. Inmates are classified and housed according to the level of service being provided to them for mental health care. Inmates who are stable on the mental health caseload and/or are taking medication are housed in the general population. Inmates who are on the mental health caseload and/or taking medication who are not capable of functioning well in the general population are housed on the Chronic Mental Health Unit on the third floor of the Jail. Inmates who are in an acute mental state, are suicidal, or are combative due to a mental health issue are housed on the third floor in the Acute Psychiatric Infirmary.
- Q. Section H, page 3-9 of the RFP indicates a requirement for on-site psychiatry coverage from 0700 to 1500, Monday through Friday, and psychiatry rounds on Saturdays and Sundays. Are there any requirements for evening, nights, or weekend coverage on-site by other mental health staff (i.e., nurses, social workers, medical records clerks)?
- A. Other staff are to be deployed in such a manner as to meet or exceed all NCCHC and ACA accreditation standards.

- Q. Please describe any special housing units used for inmates with a mental illness. Include the capacity and the average daily census of such units as well as any minimum staffing requirements.
- A. Available data was furnished to all potential vendors in attendance at the pre-bid conference (See attached Administrative Census Report).
- Q. Please provide a copy of the current staffing plan and work schedules for mental health staff.
- A. Staffing Plan:

<u>Position</u>	<u>FTE's</u>
Mental Health Administrator	1.0
Mental Health Director (Psychiatrist)	1.0
Staff Psychiatrist	2.75
Bachelor's Level Social Worker	4.0
Master's Level Social Worker	5.5
Director of Nursing	1.0
Charge Registered Nurse	6.5
Licensed Practical Nurse	9.0
Medical Records Clerk	5.0
Administrative Assistant	1.0

Deployment of staff must meet or exceed the requirements of NCCHC and ACA accreditation standards.

- Q. Page 3-9, Section I, Pharmacy Requirements: This section of the RFP indicates the mental health vendor will be responsible for providing all pharmacist and pharmaceutical services for inmates receiving mental health care and that the mental health vendor will be required to staff a pharmacist on duty. However, the pharmacist staffing requirement is not indicated in the minimum staffing plan on page 3-14. Is the County's expectation that the mental health vendor operate a separate pharmacy service from that of the medical vendor, including the distribution of medication prescribed by the mental health vendor's psychiatrists?
- A. Vendors have the option to develop a separate, independent pharmacy operation or to make arrangements with the physical health vendor to provide pharmacy services. The mental health services provider remains ultimately responsible for pharmacy services to inmates receiving medication through the mental health services vendor. Whichever option is chosen, the mental health services vendor is responsible for the distribution of medication prescribed by the mental health services vendor's psychiatrists.

- Q. Will the County make available a copy of the current formulary?
- A. The current formulary was furnished to all potential vendors in attendance at the pre-bid conference (See attached Nursing Servicing Report).

- Q. Page 3-9, Section I.2, Pharmacy Requirements: Under the current system where the mental health and medical vendor are the same, are there two separate pharmacy systems, one for medical services and one for mental health services?

A. No.

- Q. Would the County consider amending the RFP to require the mental health vendor to utilize the pharmacy system currently established by the medical vendor should the County intend for the mental health vendor to staff and operate a pharmacy system separate from that of the medical vendor? Doing so would prohibit duplication of services, lower the overall costs to the County, and allow for monitoring of potentially dangerous drug interactions.

Having two separate pharmacy systems makes it difficult to monitor for potentially dangerous synergistic interactions when medical and mental health medications are dispensed from separate pharmacies. The industry standard for correctional systems that procure medical and mental health services separately is for the mental health vendor to utilize the pharmacy system established by the medical vendor.

A local example is the DeKalb County Jail, which has separate vendors for medical and mental health services. At this Jail, the medical vendor operates the pharmacy system, but charges for the actual costs of the medications prescribed by the mental health vendor's staff are the responsibility of the mental health vendor.

A. Arrangements between the physical health care vendor and the mental health care vendor are acceptable to the County and authorized by the RFP as issued.

- Q. Page 3-11, Section K, Laboratory Services: The industry standard for correctional systems that procure mental health services separate from medical services is for the mental health vendor to utilize the existing lab services established for the medical services program. The RFP indicates that the "vendor can utilize laboratory equipment provided by the County and located at the Jail," and further indicates, "all equipment must be maintained by the Vendor." Would the County consider amending the RFP so that the mental health vendor will have access to the lab services established by the medical vendor and/or the County? If not, what lab equipment is currently available for use by the mental health vendor?

A. Arrangements between the physical health care vendor and the mental health care vendor are acceptable to the County and authorized by the RFP as issued. There

is laboratory space available at the Fulton County Jail, but no lab equipment is owned by the County.

- Q. Page 3-12 Section L, Mental Health Records: Is the current mental health records system separate from the medical record system? If so, are there currently designated mental health records clerks assigned specifically to managing mental health records?
- A. The current record system is a unified system containing both medical and mental health records in one record folder for each inmate (some inmates may have multiple folders due to the volume of the records).
- Q. Page 3-15: What is the criterion for a filled position? Is it hours worked or a full time person in place?
- A. Unless the position is designated as a part-time position or a fraction of a full-time equivalent, a filled position is one staffed by a full-time person in place and providing services.
- Q. Section 5: First paragraph, page 3-17: "Ratio analysis will be included in determining the Vendor's financial strength as well as review of the sources and use of funds." Are there specific ratios in mind regarding the ratio analysis?
- A. Delete this paragraph.
- Q. Section 5, page 3-17 a. refers to financial statements. Do these financial statements need to be independently audited financial statements?
- A. No.
- Q. What does the term "workload" issue mean for candidates?
- A. Please indicate the number of contracts/projects and percentage of time each candidate is currently committed to.
- Q. What would be the mental health vendor's costs associated with the pharmacist since this is a shared service between behavioral and medical health services?
- A. Vendors have the option to develop a separate, independent pharmacy operation or to make arrangements with the physical health vendor to provide pharmacy services. The mental health services provider remains ultimately responsible for pharmacy services to inmates receiving medication through the mental health services vendor.
- Q. Is the vendor required to provide PRN/Overtime and/or Locum Tenens coverage while staff are on vacation and during holidays?

A. Yes.

Q. Please provide additional information regarding required staff coverage on evenings, nights and weekends. How many and which classification of staff are required to be on site? Please provide an actual schedule of number of required staff for each shift.

A. Deployment of staff is at the discretion of the vendor as long as the deployment meets or exceeds the requirements of the American Correctional Association ("ACA") and National Commission on Correctional Health Care ("NCCHC").

# Administrative Census Report

POPULATION	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Average daily population (FCJ)	3,103	3,122	3,043	3,108	3,193	3,040	2,972	3,040	3,178	3,159	3,064	2,875
Total population at end of month (FCJ)	3,119	3,106	2,989	3,172	3,115	3,101	3,047	3,111	3,176	3,174	2,994	2,840
*Total Bodies Booked for the Month (FCJ)	3,103	3,612	3,780	3,644	3,607	3,514	3,454	3,697	3,378	3,766	3,117	2,922
Average Daily Book In (FCJ)	123.6	129.0	121.9	121.5	116.5	117.1	111.4	117.3	112.6	121.5	103.9	94.3
Total Screened at Intake	3,194	3,095	3,334	3,118	3,145	2,986	3,060	3,172	3,024	3,190	2,748	2,577
<b>MEETINGS</b>												
MAC	1	1	1	1	1	1	1	1	1	1	1	1
COI	1	1	1	1	1	1	1	1	1	1	1	1
Mortality	0	1	2	0	0	0	0	0	0	0	0	0
General Staff Meeting	1	1	1	1	1	1	1	1	1	1	1	1

Note(s): \*Total Bodies Booked for the month (FCJ) has been added to this report since it's the actual number being used throughout the report.



## PHARMACY REPORT

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Total New Medication Orders (*)	7,978	7,506	7,748	7,601	7,934	7,852	7,678	7,561	8,202	7,953	7,864	7,768
Total Number of inmates with New psychiatric medication orders. (*)	607	566	586	612	699	523	602	501	521	561	548	536

**Notes:**

(\*) Includes new written medication orders only. An accurate account of the total number of refills is difficult to determine due to the current inventory distribution process at the facility.

FULTON COUNTY JAIL

MENTAL HEALTH MEDICATIONS

BRAND NAME	GENERIC NAME	STRENGTH
Artane	Trihexyphenidyl	2,5mg tab.
Atarax	Hydroxyzine HCL	25mg/5ml liquid
Benadryl	Diphenhydramine	25,50mg cap; 12.5mg/5ml syrup ; 50mg/ml injection
Cogentin	Benzotropine	1,2mg tab
Depakene	Valproic Acid	250mg/5ml syrup
Depakote ER	Valproic Acid	250mg tab
Desyrel	Trazodone	50,100mg tab
Effexor	Venlafaxine	75mg tab
Elavil	Amitriptyline	25mg, 100mg tab
Eskalith	Lithium	300mg tab/cap
Haldol	Haloperidol	2,5 mg tab; 5mg/ml injection
Haldol	Haloperidol Decanoate	50mg/ml, 100mg/ml inject.
Klonopin(Narcotic)	Clonazepam	0.5,1mg tab
Lexapro	Escitalopram	10,20mg tab
Lithium	Lithium Citrate	300mg/5ml syrup
Loxitane	Loraxpine	25mg cap
Navane	Thiothixene	5,10mg cap; 5mg/ml soln.
Neurontin	Gabapentin	300,400mg cap
Paxil	Paroxetine	20,30mg tab
Prolixin	Fluphenazine	5,10mg tab;5mg/ml Oral Concentrate
Prolixin	Fluphenazine Decanoate	25mg/ml injection
Prozac	Fluoxetine	10,20mg cap
Risperdal	Risperdone	1,2,3,4mg tab
Seroquel	Quetiapine	100,200mg tab
Sinequan	Doxepin	10mg/ml Oral Concentrate
Stelazine	Trifluoperazine	5,10mg tab
Symmetrel	Amantidine	100mg cap
Tegretol	Carbamazepine	100mg(chew), 200mg
Thorazine	Chlorpromazine	25,100mg tab; 100mg/ml Oral Concentrate
Trilafon	Perphenazine	2,4mg tab
Vistaril	Hydroxyzine Pamoate	25mg cap
Wellbutrin	Bupropion	75,100mg tab
Zoloft	Sertraline	50,100mg
Zyprexa	Olanzapine	5,10,15mg tab

**MENTAL HEALTH NURSING SERVICES REPORT**

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Total population on new psych medications	607	566	586	612	699	535	602	501	521	561	548	556
<b>ADMISSIONS</b>												
Total # of Admissions	58	46	69	63	57	61	67	63	62	52	60	58
Males	46	34	53	46	46	41	53	53	48	41	46	44
Females	12	9	16	17	11	20	14	10	14	11	14	14
Total # of Discharges	54	32	58	49	49	47	60	50	42	38	42	41
Avg. Length of Stay (days)	4	4	5	4	5	7	6	6	5	4	5	5
Number of Suicide Watches	42	26	39	39	42	46	47	41	48	29	36	35
Average Daily Census	15	15	19	21	18	20	20	19	18	17	19	21
Total Number of Medical Consults	6	5	4	7	4	7	5	6	7	5	4	3
<b>EMERGENCY REFERRALS</b>												
To Mental Health	215	180	245	218	186	234	232	211	166	205	191	227
Males	64	43	51	42	57	51	58	57	55	55	63	45
Females	151	137	194	176	129	183	174	154	111	150	128	182
Total	279	223	296	250	243	285	290	268	221	260	254	272
Seen in clinic from Intake*	197	163	186	198	137	246	169	166	149	183	159	187
Educational In-services	0	1	1	1	1	1	1	1	1	1	1	1
Staff Meetings	1	1	1	1	1	1	1	1	1	1	1	1

Note(s): \* Inmates seen from Intake referrals are based on high SAD Score, and/ or Psych Medication Evaluation, and/or Acute Psychosis.

For the month of December, MH Department had 10 suicidal evaluations and 79 patients were seen on the floors for MH Evaluation.

**Result Summary**

<b>Job Number</b>	41042	<b>Submitted</b>	8/24/2007 4:20:24 PM
<b>Subject</b>		<b>Recipients</b>	1
<b>Total Pages</b>	56	<b>Successful</b>	1

**Recipient Results**

<b>Name</b>	<b>Number/ Address</b>	<b>Result</b>	<b>Elapsed Time</b>
	(404) 893-6273	Success	13:59



**FULTON COUNTY**

*Fulton County*

*To order, please call 404-376-2200 or visit our website at [www.fultoncountyga.gov](http://www.fultoncountyga.gov)*

*Fulton County*  
*Customer Service*  
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*Fulton's Information*

CONTRACT DOCUMENTS FOR

**07FTB54771A-CJC**

**Natural Gas Services**

For

**General Services Department**



**DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE**

Winner 2000- 2006 Achievement of Excellence in Procurement Award  
National Purchasing Institute

**Jerome Noble, Director**



**March 27, 2007**

**Re: 07RFP00019YB-CL**  
**Jail In-Mate Mental Health Services**

Dear Proposers:

Attached is one (1) copy of Addendum 3, hereby made a part of the above referenced *Request for Proposal*.

Except as provided herein, all terms and conditions in the **RFP** referenced above remain unchanged and in full force and effect.

Sincerely,

*Charles Leonard*  
Charles Leonard,  
Chief Assistant Purchasing Agent

**Addendum No. 3**  
**Page Two**

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

Responses to vendors questions and exhibits:

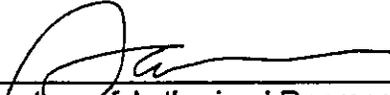
- Q. Do the dollars in the RFP include dispensing (admin.) fees?
- A. Yes
- Q. Since the contract terms are for one year with option year renewals, will the County evaluate the Cost Proposal based on the first year pricing, or on the entire pricing proposal that includes years one, two, and three?
- A. The entire pricing proposal will be evaluated.
- Q. Please provide annual cost expenditures for laboratory testing for the last three years.
- A. Average of \$96,000.00/ year for last three years

**ACKNOWLEDGEMENT OF ADDENDUM NO. 3**

The undersigned proposer acknowledges receipt of this addendum by returning one (1) copy of this form with the proposal package to the Purchasing Department, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30335 by the RFP due date and time **April 3, 2007, 11:00 A.M.**

This is to acknowledge receipt of Addendum No. 3, 27<sup>th</sup> day of March, 2007.

Correctional Medical Associates, Inc.  
Legal Name of Bidder

  
\_\_\_\_\_  
Signature of Authorized Representative

President  
\_\_\_\_\_  
Title

**EXHIBIT A**

**GENERAL CONDITIONS**

**See RFP Sections 4, 6 & 7**

**EXHIBIT B**

**SPECIAL CONDITIONS**

**Not Applicable, No Special Conditions were required for  
this Project**

**EXHIBIT C**

**SCOPE OF WORK**

**See RFP Section 8**

**EXHIBIT D**

**PROJECT DELIVERABLES**

**See RFP Section 8**

**EXHIBIT E**

**COMPENSATION**

## Staffing Costs to Provide Mental Health Services at Fulton County Jail

	FTE's	Hrly Rate	Annual
Mental Health Administrator	1.00	34.00	70,720.00
Mental Health Director (Psychiatrist)	1.00	125.00	260,000.00
Staff Psychiatrist	3.00	105.00	655,200.00
Bachelor's Level Social Worker/Mental Health Associate	4.00	20.00	166,400.00
Master's Level Social Worker/Licensed Clinical Social Worker	5.50	35.00	400,400.00
Director of Nursing	1.00	35.00	72,800.00
Charge Registered Nurse	6.50	23.00	310,960.00
Licensed Practical Nurse	9.00	16.00	299,520.00
Medical Records Clerk	5.00	10.00	104,000.00
Administrative Assistant	1.00	15.00	31,200.00
<b>Total FTE's/Annual Cost</b>	<b>37.00</b>		<b><u>2,371,200.00</u></b>

## Budget for Mental Health Services

2800 Inmates

	<u>Monthly</u>	<u>Annually</u>
Personnel Costs	221,910.33	2,662,923.96
Medical Supplies	2,000.00	24,000.00
Pharmacy	70,000.00	840,000.00
Laboratory	5,000.00	60,000.00
Training	500.00	6,000.00
Insurance	2,000.00	24,000.00
Office Supplies	500.00	6,000.00
Medical Record Supplies	1,500.00	18,000.00
Sub Total	303,410.33	3,640,923.96
Overhead & Administration	33,375.14	400,501.64
<b>Total Costs</b>	<b>336,785.47</b>	<b>4,041,425.60</b>

Item Number	Expense Category	Itemized Expense Category Cost	
1	Total base cost (2800 inmates)	4,041,425.60	Per Year
2	Total base cost (2800 inmates)	336,785.47	Per Month
3	Total base cost (2800 inmates per month)	120.28	Per Inmate
4	Cost per inmate (over 2800) per month*	103.20	Per Inmate
5	(2800 inmates)	<b>Annual Cost</b>	
5a		4,041,425.60	\$ Year 1
5b		4,162,668.37	\$ Year 2**
5c		4,287,548.42	\$ Year 3**

\* Cost per inmate per day is \$3.44 times 30 days = \$103.20 /month

Cost per 250 inmates (over 2800) per month = \$25,800

\*\*Years 2 and 3 = 3% or medical CPI for Atlanta, whichever is greater

**EXHIBIT F**  
**PURCHASING FORMS**

**Form A**  
**CERTIFICATION REGARDING DEBARMENT**

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

***INSTRUCTIONS FOR CERTIFICATION***

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

**DEBARMENT ORDINANCE**

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

***(a) Authority to suspend.***

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under

this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

**(b) Causes for Suspension.** The causes for suspension include:

- 1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- 2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- 3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- 4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
  - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
  - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
  - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
  - d. Falsification of any documents.
- 5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- 6) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the County) as a subcontractor or a joint venture partner, in performing work under contract with the County.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 27<sup>th</sup> day of March, 2007

Sandra A. Baccus 3/27/07  
(Legal Name of Respondent) (Date)

 3/27/07  
(Signature of Authorized Representative) (Date)

President  
(Title)

STATE OF GEORGIA

COUNTY OF FULTON

Form B

**NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR**

I, Sandra Baccus certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), Correctional Medical Associates, Inc. has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of Correctional Medical Associates, Inc. is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

Correctional Medical Associates, Inc.  
(COMPANY NAME)

[Signature]  
(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this 27th day of March, 2007.

[Signature]  
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: Jeanne Jackson

County: DeKalb

Commission Expires: MY COMMISSION EXPIRES ON:  
MARCH 29, 2009

**NOTE:**

**IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.**

**IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.**

STATE OF GEORGIA

COUNTY OF FULTON

**Form C**  
**NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR**

I, Not Applicable certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), \_\_\_\_\_ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of \_\_\_\_\_ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

\_\_\_\_\_  
(COMPANY NAME)

\_\_\_\_\_  
(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

\_\_\_\_\_  
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**NOTE:**

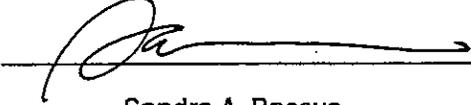
**IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.**

**IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.**

**Form D**  
**CERTIFICATE OF ACCEPTANCE OF REQUEST**  
**FOR PROPOSAL REQUIREMENTS**

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages # 1 to # 111 inclusive, including addenda # 1 to # 3, exhibit(s) # A to # G, attachment(s) #      to #     , and/or appendices #      to #     , in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

Company: Correctional Medical Associates, Inc.

Signature:  \_\_\_\_\_

Name: Sandra A. Baccus

Title: President Date: March 27, 2007

(Affix Corporate Seal)

**Form E**  
**OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE**

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.
3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

**LITIGATION DISCLOSURE:**

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:
  - (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;
  - (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

(c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said or Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES  NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One:  YES NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES  NO

5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES  NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

**NOTE:** If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should

correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

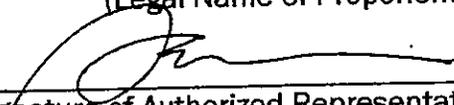
Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 27th day of March, 2007

Sandra A. Baccus 3/27/07  
(Legal Name of Proponent) (Date)

 3/27/07  
(Signature of Authorized Representative) (Date)

President  
(Title)

Sworn to and subscribed before me,

this 27th day of March, 2007

  
(Notary Public)  
Commission Expires MARCH 29, 2009  
(Date)

MY COMMISSION EXPIRES ON:  
**MARCH 29, 2009**

## **OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE**

1. Names and Business Addresses of Each of the Offeror's firm's officers and directors.

Sandra Baccus, President and CEO.  
3379 Peachtree Rd., NE  
Suite 330  
Atlanta, GA 30326

Michael H. Dever, Esq., Secretary  
5555 Glenridge Connector, NE  
Suite 925  
Atlanta, GA 30342

Sandra Wayland, COO  
3379 Peachtree Rd., NE  
Suite 330  
Atlanta, GA 30326

2. In the past five years, CMA has managed the inmate medical services (both mental health and physical health). We also operate under a contract with the National Basketball Association to provide substance abuse counseling to their players and players' families.
3. CMA has been doing business with the Fulton County Sheriff's Department for the past 19 years. We currently have the jail inmate mental health contract and have been re-awarded the jail inmate physical health contract.

## **LITIGATION DISCLOSURE**

### **Question #3**

Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

### **Answer**

In August 2004, our then physical health Medical Director, Dr. Marcus Moseley, was terminated from his post at the Fulton County Jail by Mr. John Gibson.

# **EXHIBIT G**

## **OFFICE OF CONTRACT COMPLIANCE FORMS**

### EXHIBIT A - PROMISE OF NON-DISCRIMINATION

"Know all persons by these present, that I/we, (Sandra A. Baccus,),  
Name

(President), (Correctional Medical Associates, Inc.).  
Title Firm Name

(Hereinafter "Company"), in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, Georgia, hereby consent, covenant and agree as follows:

- (1) No person shall be excluded from participation in, denied the benefit of, otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any bid submitted to Fulton County for the performance of any contract resulting there from;
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business;
- (3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
- (4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain;
- (5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- (6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: \_\_\_\_\_

ADDRESS: 3379 Peachtree Rd, NE, Suite 330, Atlanta, GA 30326

TELEPHONE NUMBER: 404-760-0296

**EXHIBIT B - EMPLOYMENT REPORT**

The demographic employment make-up for the bidder/proposer must be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

EMPLOYEES												
CATEGORY	NATIVE AMERICAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CAUCASIAN AMERICAN		OTHER	
	M	F	M	F	M	F	M	F	M	F	M	F
MGMT/ Official			2	5				1				1
Professional			9	15	2		2				3	6
Supervisors			1	10				1				
Office/Clerical			2	12								
Craftsmen			7	58				3		5		5
Laborers												
Others (Specify)												
<b>TOTALS:</b>			21	100	2		2	5		5	3	12

**FIRM'S NAME:** Correctional Medical Associates, Inc.

**ADDRESS:** 3379 Peachtree Rd., Ne, Suite, 330, Atlanta, Ga 30326

**TELEPHONE NUMBER:** 404-760-0296

This completed form is for (Check one)  Bidder/Proposer  Subcontractor

**Submitted by:** Correctional Medical Associates, Inc. **Date Completed:** 3/27/07

### EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form must be completed and submitted with the bid/proposal. All prime bidders/proposers must include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

Prime Bidder/Proposer: Not Applicable

ITB/RFP Number: \_\_\_\_\_

Project Name or Description of Work/Service(s): \_\_\_\_\_

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is \_\_\_ is not \_\_\_ a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):  
\_\_\_\_\_  
\_\_\_\_\_

2. If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE \_\_\_\_\_ :

**\*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); \*\*if yes, please attach copy of recent certification.**

---

SUBCONTRATOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRATOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRATOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRATOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

**\*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); \*\*if yes, please attach copy of recent certification.**

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

**CERTIFICATION:** The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Firm or Corporate Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Fax Number: ( ) \_\_\_\_\_

Email Address: \_\_\_\_\_

**EXHIBIT D**  
**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR**  
**OR**  
**PROVIDE MATERIALS OR SERVICES**

This form must be completed by ALL known subcontractor and submitted with the bid/proposal. The Prime Contractor must submit Letters of Intent for ALL known subcontractors at time of bid submission.

To: Not Applicable  
(Name of Prime Contractor Firm)

From: \_\_\_\_\_  
(Name of Subcontractor Firm)

ITB/RFP Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

\_\_\_\_\_  
(Prime Bidder)

\_\_\_\_\_  
(Subcontractor)

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES**

If the bidder/proposer does not intend to subcontract any portion of the scope of work services(s), this form must be completed and submitted with the bid/proposal.

Correctional Medical Associates, Inc. hereby declares that it is my/our intent to  
(Bidder)

perform 100% of the work required for 07RFP00019YB-CL  
(ITB/RFP Number)

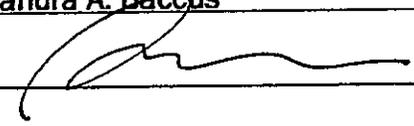
Inmate Mental Health Services  
(Description of Work)

In making this declaration, the bidder/proposer states the following:

1. That the bidder/proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a decision made by the bidder/proposer to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

**AUTHORIZED COMPANY REPRESENTATIVE**

Name: Sandra A. Baccus Title: President Date: 3/27/07

Signature: 

Firm: Correctional Medical Associates, Inc.

Address: 3379 Peachtree Rd., NE, Suite 330, Atlanta, GA 30326

Phone Number: 404-760-0296

Fax Number: 404-760-0298

Email Address: compmedatl@aol.com

## EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No. 07RFP00019YB-CL

Project Name: Fulton County Jail Inmate Mental Health Services

This form must be completed and submitted with the bid/proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

- 1) Name of Business: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Nature of Business: \_\_\_\_\_
  
- 2) Name of Business: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Nature of Business: \_\_\_\_\_
  
- 3) Name of Business: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Nature of Business: \_\_\_\_\_

NAME OF JOINT VENTURE (if applicable): Not Applicable

ADDRESS: \_\_\_\_\_

PRINCIPAL OFFICE: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_

**Note:** Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimated contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
12. The authority of each joint venturer to commit or obligate the other: \_\_\_\_\_  
\_\_\_\_\_
13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority firm or the joint venture: \_\_\_\_\_  
\_\_\_\_\_

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Financial Decisions</u>	<u>Supervision Field Operation</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Contract Compliance, and Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

**WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.**

FOR \_\_\_\_\_  
(Company)

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

\_\_\_\_\_  
(Signature of Affidavit)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Company)

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

\_\_\_\_\_  
(Signature of Affidavit)

\_\_\_\_\_  
(Printed Name)

State of \_\_\_\_\_ :

County of \_\_\_\_\_ :

On this day of \_\_, 20 , before me, appeared \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_, known to me to be the person described in the foregoing Affidavit and acknowledges that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

CMA

COMPREHENSIVE MEDICAL ASSOCIATES, INC.

CMA  
CMA  
CMA

## EQUAL BUSINESS OPPORTUNITY PLAN (EBO)

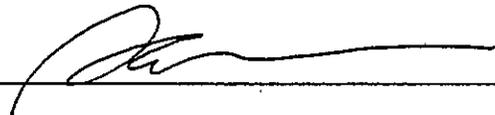


We have reviewed the solicitation carefully and as a female owned, African American company, Correctional Medical Associates, Inc., (CMA) fully recognizes the importance of having minority and women owned and/or operated business participation in business opportunities.

CMA will continue its efforts to solicit minority and female owned business as follows:

- Medical supplies are currently provided by Health Supply, Inc., a female owned African-American company. We enjoy good pricing and excellent service.
- Recruitment efforts for psychiatrists will continue through: Morehouse School of Medicine and Black Psychiatrists Association.
- We are in current negotiations with Reliance Laboratory Services, a local, African-American owned and operated laboratory. If their pricing and services meet our high standards, then we intend to switch from our current vendor.
- Our outside corporate CPA firm is a locally owned African-American business.

Further, when we choose to do business with majority owned organizations because of better pricing and services, we ensure that they employ a fair representation of minority and female staff, and that they treat our staff which is approximately 98% African American in a courteous and respectful manner. We take a very hard-nosed approach to vendors who do not respect our staff.

Signed:  Dated: 3/27/07

Title: President

# **EXHIBIT H**

## **INSURANCE AND RISK MANAGEMENT FORMS**

**SCHEDULE 1**

**MINIMUM STAFFING LEVELS  
OF CONTRACTOR**

<b><u>POSITION</u></b>	<b><u>FTE</u></b>
Mental Health Administrator	1.00
Mental Health Director (Psychiatrist)	1.00
Staff Psychiatrist	3.00
Bachelors Level Social Worker/Mental Health Associate	4.00
Masters Level Social Worker/Licensed Clinical Social Worker	5.50
Director of Nursing	1.00
Charge Registered Nurse	6.50
Licensed Practical Nurse	9.00
Medical Records Clerk	5.00
Administrative Assistant	<u>1.00</u>
<b>Total:</b>	<b>37.00</b>

<b>ACORD. CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID Ps CORRE-1	DATE (MM/DD/YYYY) 8/15/07
<b>PRODUCER</b> HealthPro Insurance, Inc. PO Box 2078 Buford GA 30515 Phone: 678-889-7807 Fax: 678-889-7808		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW	
<b>INSURED</b> Correction Medical Assoc, Inc dba Comp. Medical Associates 3379 Peachtree Rd. NE #330 Atlanta GA 30326		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: National Fire & Marine	20079
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR BODY LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRG <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA ACCIDENT) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC-STATE / DIF-TOBY LIMITS / ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYER \$ E.L. DISEASE - POLICY LIMIT \$
A		Prof Liability Claims Made	92RKB100531	04/01/07	04/01/08	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Group Aggregate: \$10,000,000  
 Coverage Extended to Mental Health Operation. Corporate Coverage Only  
 RFP #06RFP00016YB and RFP #07RFP00019YB-CL

<b>CERTIFICATE HOLDER</b> Fulton County Government Dept of Purchasing & Contract Compliance 130 Peachtree St. SW Atlanta GA 30303	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Brandon Sellers
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**INTEROFFICE MEMORANDUM  
COUNTY MANAGER ACTION FORM**

**TO:** Zachary Williams, County Manager

**THROUGH:** Jerome Noble, Director of Purchasing

**FROM:** Chief Roland Lane, Office of the Sheriff 

**DATE:** January 31, 2008

**SUBJECT:** Request approval for renewal of contract for Correctional Medical Associates, Inmate Physical Healthcare Services for Jail

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**AGENCY SUBMITTING:** Office of the Sheriff

**REQUESTED ACTION:** Place on the Board of Commissioner's Agenda for approval the renewal of contract with Correctional Medical Associates, Inc..

**CRITICAL DATE FOR ACTION:** Commissioner's meeting scheduled for February 20, 2008

**PURPOSE:** To provide medical care for inmates of Fulton County Jail and Alpharetta Jail Annex.

**DISCUSSION:** First of two renewals; original contract in the amount of \$10,904,138.89 for March 1, 2007 through February 29, 2008. Renewal carries a 3% increase for the amount of \$11,231,263.06

**IMPACT:** The Sheriff's Office is required to provide Medical care for inmates while held in custody. .

**AVAILABILITY OF FUNDING:** 2008 Budget 100-330-3302-1158

**COORDINATION:** All necessary coordination has been accomplished and the sign-off sheets are attached

**CONTACT PERSON:** Chief Roland Lane, Sheriff's Administration @404-730-6598.

**RECOMMENDATION:** Approve the renewal of contract with Correctional Medical Associates, Inc.

**ATTACHEMENTS:** Performance Evaluation, Purchasing Sign-off Sheet, Contract Renewal

**WORDING:** Request action of the BOC to approve the renewal of contract with Correctional Medical Associates, Inc. to provide physical healthcare services for inmates at Fulton County Jails and Alpharetta Jail Annex.



**MYRON E. FREEMAN**  
Sheriff

**OFFICE OF THE SHERIFF**

Fulton County, Georgia  
Justice Center Tower, 9th Floor  
185 Central Avenue, SW  
Atlanta, Georgia 30303

Telephone (404) 730-5100  
Fax (404) 224-8821

**INTEROFFICE MEMORANDUM**

TO: Jerome Noble, Director of Purchasing

FROM: Chief Roland Lane, Sheriff's Office 

DATE: February 7, 2008

SUBJECT: Inmate Physical Healthcare Services Renewal

The contract for renewal of Inmate Physical Healthcare Services to Correctional Medical Associates was not submitted for renewal ninety days prior to renewal date due to the fact that the original contract had not been executed and supplied to the Sheriff's Office. The individual that was to submit the renewal contract was out sick in December. In January the Budget had not been approved and there were not adequate funds to fund the renewal of contract. Funds are in place for the Physical Health contract now but in April when it is time to submit the renewal for Mental Health there is not adequate funds remaining at this time for the balance of 2008. The Sheriff's Office is trying to work with Finance and the Budgeting Section to correct this problem but has not been able to reach an amiable agreement.

We hope this meets with your approval and we appreciate your helping us get this renewal through.

Cc: Chuck Leonard, Chief Assistant Purchasing Agent, Purchasing  
Sam Ring, Sheriff's Office

## FULTON COUNTY UNIFORM PURCHASING SIGN-OFF SHEET

<b>Solicitation #:</b> 06RFP00016YB	<b>Description:</b> Inmate Physical Healthcare Services
<b>Department:</b> Sheriff's Office	<b>Contact:</b> Chief Roland Lane

**PROCUREMENT ACTION:**

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Invitation To Bid (ITB)     | <input type="checkbox"/> Statewide Contract | <input type="checkbox"/> Contract Amendment    |
| <input type="checkbox"/> Request for Proposal (RFP)  | <input type="checkbox"/> Change Order       | <input checked="" type="checkbox"/> Renewal    |
| <input type="checkbox"/> Request for Quotation (RFQ) | <input type="checkbox"/> Sole Source        | <input type="checkbox"/> Emergency Procurement |
| <input type="checkbox"/> Other (Explain):            |   |  |

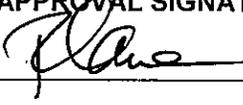
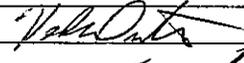
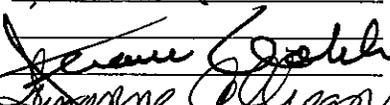
SOLICITED FROM:	MBE	FBE	Non-M/FBE	Total
Bid Notification Sent				
Bids Received				

**TYPE OF SERVICE:**

- |  |   |  |                                |
|--|---|--|--------------------------------|
| <input type="checkbox"/> Annual Purchase   | <input type="checkbox"/> Construction                     | <input type="checkbox"/> Contract Employee         | <input type="checkbox"/> Grant |
| <input type="checkbox"/> Land Purchase     | <input checked="" type="checkbox"/> Professional Services | <input type="checkbox"/> Non-Professional Services | <input type="checkbox"/> Lease |
| <input type="checkbox"/> One Time Purchase | <input type="checkbox"/> Revenue Contract                 | <input type="checkbox"/> Other (Explain)           |                                |

PRIME CONTRACTOR				SUBCONTRACTOR			
<input type="checkbox"/> Non-M/FBE	<input checked="" type="checkbox"/> MBE	<input type="checkbox"/> FBE	Code:*	<input checked="" type="checkbox"/> Non-M/FBE	<input type="checkbox"/> MBE	<input type="checkbox"/> FBE	Code:*
Name: Correctional Medical Associates, Inc.				Name: American Renal Care			
Address: 3379 Peachtree Rd, N.E. Ste 330				Address: 1999 Parker Court, Ste B			
City: Atlanta		ST: Georgia	Zip: 30326	City: St Mountain		ST: Georgia	Zip: 30087
County: Fulton		Telephone: (404) 760-0296		County: DeKalb		Telephone: 678 344-6889	
Contact: Sandra Wayland				Contact: Jason LaCoste			
Amount \$ 11,231,263.06		Percentage: 96.2		Amount \$ 430,000		Percentage: 3.8	
Formal Contract Attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				(If additional sub-contractor sheet is needed, please attach.)			
Contract Start Date March 1, 2008			Or <input type="checkbox"/> Upon Approval	End Date: February 28, 2009			
Prior Contract(s) With County: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			Dates: 2007				
Funding Line:				100-330-3302-1158			

**APPROVAL SIGNATURES**

Originating Department:		Date: 1-31-08
Information Technology:		Date:
Environment and Community Development:		Date:
Finance:		Date: 1-31-08
County Attorney:		Date:
Purchasing & Contract Compliance:		Date: 2/11/08
Deputy County Manager:		Date: 2/11/08

Finance Summary	Total Contract	Amount: \$	MBE/FBE Portion	%
Original Amount	\$ 10,904,138.89			
Previous Increases	\$			
This Request	\$ 11,231,263.06			
Contract Total	\$ 22,135,401.95			

\*Ethnic Codes: A - Asian American Male    B - African American Male    H - Hispanic American Male    N - Native American Male  
 W - White Female    J - Asian American Female    G - African American Female    I - Hispanic American Female    K - Native American Female

**FULTON COUNTY PURCHASING DEPARTMENT  
CONTRACTOR PERFORMANCE REPORT FOR PROFESSIONAL SERVICES**

1. Report Period: from March 1, 2007 to February 1, 2008    2. Contract Period: from March 1, 2007 to February 29, 2008

3. Bid# &/or P.O. #:06RFP00016YB

4. Vendor Name: Correctional Medical Associates, Inc.

5. Department: Sheriff's Office

6. P.O. Description (Service Deliverables): Inmate Physical Healthcare Service

For Fulton County Jail Facilities including Alpharetta Jail Annex

**NUMERIC RATINGS**

**0 = Unsatisfactory Performance** – Achieves contract requirements less than 50% of the time; not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.

**1 = Poor Performance** – Achieves contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.

**2 = Satisfactory Performance** – Achieves contract requirements 80% of the time; generally responsive, effective and/or efficient; delays are excusable and/or results in minor program adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.

**3 = Good Performance** – Achieves contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have no impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied

**4 = Excellent Performance** – Achieves contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal direction; customers expectations are exceeded.

CATEGORY	RATING	COMMENTS
<b>1. Quality of Services</b> - Adhered to Work Plan - Technical Requirements Met - Reports/Administration Prompt - Personnel Assigned as Identified	0 1 2 3 ④	<b>The vendor provides monthly reporting on the number of services provided to the inmate population, the quality of services provided and performs audits to measure the efficiency and effectiveness of services delivered.</b>
<b>*2. Timeliness of Performance</b> - Milestones Met as Scheduled - Displayed Reliability - On Time Completion/No Delays - Efficient Use of Manpower and Resources	0 1 2 3 ④	<b>The vendor provides the following services in accordance with ACA and NCCHC accreditation standards:</b> -Urgent and Emergent care -Medical Intake Screening -Sick Call -Infectious Disease Screening and Treatment -Medication Administration
<b>3. Business Relations</b> - Responsive to Inquiries - Prompt Problem Notification	0 1 2 3 ④	<b>The vendor has implemented a Continuous Quality Improvement program that reports and monitors problems. Once problems are indentified corrective measures are taken and monitored monthly.</b>
<b>4. Customer Satisfaction</b> - Scope of Services Delivered - Met User Quality Requirements - Met all Industry Standards - Within Budget/Cost Estimate - Proper Invoicing	0 1 2 3 ④	<b>-The vendor is currently meeting and , in some cases, exceeding industry standards and accreditation standards.</b> <b>-The vendor continues to maintain the following accreditations:</b>

		<b>National Commission on Correctional Health Care</b>  <b>American Correctional Association</b>  <b>Commission on Accreditation of Law Enforcement Agencies</b>
<b>5. Contractors Key Personnel</b> - Credentials/Experience Appropriate - Effective Supervision/Management - Available as Needed	0 1 2 3 ④	<b>This vendor provides only licensed or certified employees to provide health care services to the jail inmates.</b>  <b>Vendor continues to maintain ACA and NCCHC accreditations.</b>
<b>AVERAGE SCORE</b>		<b>ADD ABOVE RATINGS: DIVIDE TOTAL BY NUMBER OF AREAS BEING RATED</b>

\* Report actual response times compared to contract response times (e.g., ambulance response time, technical support response time, delivery time for goods, software update timing).

Would you select/recommend this vendor again? Yes

George D. Herron  
Ratings completed by (print name)  
EDWARD A. PLATT  
Department Head (print name)  
TANIA LYNCH  
Vendor Representative (print name)

George D. Herron  
Ratings completed by (signature)  
Mari Leon Platt  
Department Head Signature  
Tania Lynch  
Vendor Representative Signature

1/31/08  
Date  
1/31/08  
Date  
1/31/08  
Date

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE  
REQUEST APPROVAL TO RENEW EXISTING CONTRACT  
February 20, 2008

*DMR*  
*SW*

1. DEPARTMENT: Sheriff  
SERVICE/COMMODITY: Inmate Physical Healthcare Services  
BID/RFP#: 07RFP00016YB  
TOTAL AMOUNT OF PURCHASE: \$11,231,263.06  
PRIME CONTRACTOR(S): Correctional Medical Associates, Inc. (Atlanta, Georgia)  
CONTRACT TERM: One (1) year upon contract execution with one (1) renewal option.  
SCOPE OF SERVICES: To provide physical healthcare services for inmates at the Fulton County Jail.  
CONTRACTOR PERFORMANCE REPORT ATTACHED: Yes  
ASSIGNED BUYER: Charles Leonard  
MINORITY/FEMALE PARTICIPATION: yes  
~~American Renal Care (Stone Mountain, Georgia)~~

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Award Amount	06-1281	02/21/2007	\$ 10,904,138.89
1 <sup>st</sup> Renewal			\$ 11,231,263.06
Total Revised Amount			\$ 22,135,401.95



**DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE**  
Winner 2000- 2007 Achievement of Excellence in Procurement Award  
National Purchasing Institute

**Jerome Noble, Director**



**CONTRACT RENEWAL**

**DEPARTMENT: Sheriff's Office**

**BID/RFP# DESCRIPTION: 06RFP00016YB Inmate Physical Healthcare Service**

**BID/RFP# NUMBER: 06RFP00016YB**

**ORIGINAL APPROVAL DATE: February 21, 2007**

**RENEWAL PERIOD: FROM: March 1, 2008 TO February 28, 2009**

**NUMBER OF RENEWAL OPTIONS: 2**

**RENEWAL AMOUNT: \$ 11,231,263.06**

**COMPANY'S NAME: Correctional Medical Associates, Inc.**

**Address: 3379 Peachtree Road, N.E. Suite 330**

**City: Atlanta**

**State: Georgia**

**Zip: 30326**

**Signatures: See Next Page**

**Signatures:**

**Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications for Bid/RFP# 06RFP00016YB** (Person signing must have signature authority for the company/corporation)

**Name: Sandra A. Baccus  
President**

**Vendor's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Attest:**

\_\_\_\_\_ **Notary Public:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **County:** \_\_\_\_\_

**Seal (Affix)** \_\_\_\_\_ **My Commission Expires:** \_\_\_\_\_

**Attest:**

**FULTON COUNTY**

\_\_\_\_\_  
**CHAIRMAN, BOARD OF COMMISSIONERS  
OF FULTON COUNTY, GEORGIA** **Date** \_\_\_\_\_

\_\_\_\_\_  
**CLERK TO THE COMMISSION**

**Department authorizes renewal option on the aforementioned Bid/RFP:**

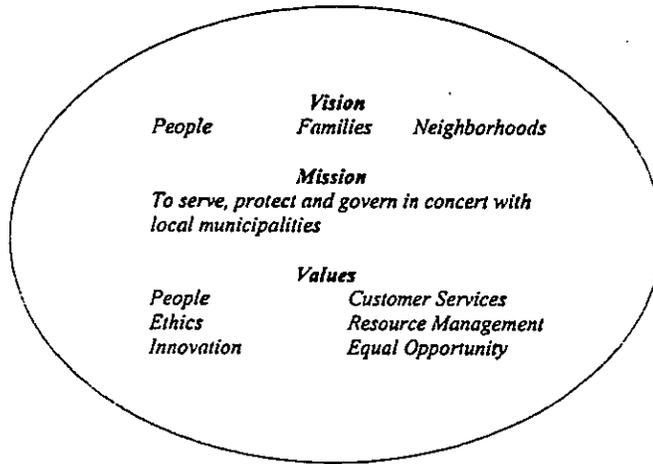
**Department Head: Chief Roland Lane**

**Department Head Signature**  **Date** 1-31-08

- *BOC Chairperson signature required on renewals \$ 50,000.00 or more or any Bid/RFP previously approved by the Board of Commissioners of Fulton County.*
- *Renewed/Current Insurance Certificate attached (if required) [ ]*
- *Current Performance and Payment Bonds attached (If required) [ ]*
- *Minimum of four (4) signature pages required*



# FULTON COUNTY



CONTRACT DOCUMENTS FOR

06RFP00016YB

**Inmate Physical Healthcare Services**

For

Office of the Sheriff

- ARTICLE 43. PROGRAM SUPPORT SERVICES**
- ARTICLE 44. REPORTS AND RECORDS**
- ARTICLE 45. SECURITY**
- ARTICLE 46. OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES**
- ARTICLE 47. LIQUIDATED DAMAGES**

## **CONTRACT AGREEMENT**

Consultant: Correctional Medical Associates, Inc.  
Contract No.: 06RFP00016YB  
Address: 3379 Peachtree Road, N.E., Suite 330  
City, State Atlanta, Georgia 30326  
Telephone: (404) 760-0296  
Facsimile: (404) 760-0298  
Contact: Sandra Wayland, Chief Operating Officer

This Agreement made and entered into effective the 3rd day of March, 2007, by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and Correctional Medical Associates, Inc., also d/b/a Comprehensive Medical Associates, Inc., to provide professional physical healthcare services to inmates in the Fulton County Jail, Atlanta, Fulton County, Georgia, hereinafter referred to as "**Contractor**".

### **WITNESSETH**

WHEREAS, County through its **Office of the Sheriff** hereinafter referred to as the "**Sheriff's Office**", desires to retain a qualified and experienced Contractor to provide professional physical healthcare services to the Sheriff's Office for one (1) year or 12 months from the effective date of this Agreement with the option to renew for two (2) additional one (1) year terms.

WHEREAS, Contractor has represented to County that it is experienced and has qualified and local staff available to commit to the Contract and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Contractor agree as follows:

### **ARTICLE 1. CONTRACT DOCUMENTS**

County hereby engages Contractor, and Contractor hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;

- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions (*not applicable*);
- V. Exhibit C: Scope of Work;
- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms;
- IX. Exhibit G: Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms
- XI. Schedule 1: Minimum Staffing Levels of Contractor

The foregoing documents constitute the entire Agreement of the parties and is intended as a complete and exclusive statement of promises, representations, discussions and agreements, oral or otherwise, that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Policy and Procedure 800-6 governing change orders, is signed by the County's and the Contractor's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) Contractor's proposal.

The Agreement was approved by the Fulton County Board of Commissioners on February 21, 2007; BOC 06-1281.

In accordance with the above, and subject to the terms and conditions hereof, the County hereby retains and appoints Contractor to provide Inmate Physical Healthcare Services as provided herein to the inmates at the Fulton County Jail facilities, as defined in the Request for Proposals. Contractor hereby accepts such appointment and agrees to provide Inmate Physical Healthcare Services in accordance with the terms and conditions of this Agreement.

## ARTICLE 2. SEVERABILITY

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

## ARTICLE 3. DESCRIPTION OF PROJECT

County and Contractor agree that the Project is to provide professional physical healthcare services for inmates at the Fulton County Jail facilities to the Sheriff's Office for one (1) year or 12 months from March 3, 2007, with two (2) options to renew for one (1) additional year. All exhibits referenced in this agreement are

incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

#### ARTICLE 4. SCOPE OF SERVICES

- 4.1 Unless modified in writing by both parties in the manner specified in Article 1 of the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Additionally, the Parties agree that County shall not pay or otherwise compensate Contractor for any services, goods, or deliverables outside of the scope of service incorporated herein. County shall not make any exceptions or waivers in this matter. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Services.
- 4.2 During the term hereof, Contractor shall provide to the inmates at the Fulton County Jail facilities, on a twenty-four per day, seven day per week basis, at its own cost and expense, each of the following services (referred to collectively as "Inmate Physical Healthcare Services"):
- (a) Women's healthcare;
  - (b) Intake screening and physical examinations;
  - (c) Responses to Inmate's requests for medical treatment and sick call;
  - (d) Referrals and/or specialty consultations and clinics;
  - (e) Optometry services;
  - (f) Chronic illness and disease care and infectious disease care;
  - (g) Emergency health care services;
  - (h) Pharmacy services, including the distribution of medication to the inmates;
  - (i) Radiological and laboratory services at the Fulton County Jail;
  - (j) Medically necessary diets;
  - (k) Program support services; and
  - (l) All other Inmate Physical Healthcare Services.

Such Services shall be provided in accordance with Fulton County Jail policies and procedures, as they exist now or in the future, during the term of this Agreement, and as provided in the Request for Proposals, incorporated herein by reference.

- 4.3 Upon the booking and commitment of an inmate to the Fulton County Jail, Contractor shall provide and bear the costs of all Health Care Services regardless of the nature of the illness or injury or whether or not the illness or injury occurred prior to or subsequent to the individual's incarceration at the Fulton County Jail. Contractor shall not bear the costs of any health care services or other medical treatment provided prior to the inmate's booking and commitment to the Fulton County Jail.

- 4.4 Contractor shall arrange for the timely admission of any inmate who, in the opinion of Contractor's Medical Director, requires hospitalization. Contractor shall utilize facilities owned and/or operated by the Fulton-DeKalb Hospital Authority ("Grady") for the provision of inpatient and outpatient hospital care services. Contractor shall also bear the associated costs of any treatment on-site in accordance with diagnoses or prescriptions given by Grady. Contractor shall not be responsible for the costs of inpatient hospitalizations and outpatient care rendered at Grady.
- 4.5 Contractor shall not be responsible for providing elective medical care to inmates. For the purposes of this Agreement, "elective medical care" shall be defined to mean medical care which, if not provided, would not, in the opinion of the Fulton County Jail Medical Director, cause the inmate's health to deteriorate or cause definite harm to the inmate's well-being. Such decisions shall be consistent with applicable American Medical Association standards. The Sheriff must review and approve any referral of inmates for elective medical care prior to the provisions of such services. Contractor shall coordinate all efforts of private physicians requested by and paid for by an inmate. All off-site visitation for private medical care must be approved in advance by the Fulton County Jail Medical Director.
- 4.6 If the Fulton County Jail Medical Director approves a request for off-site private medical care, the Sheriff's Office will provide transportation for the inmate, provided that the transportation services are scheduled at least seven (7) days in advance. If medically necessary, in accordance with American Medical Association Standards, Contractor shall schedule emergency ambulance transportation of inmates with Grady.
- 4.7 Contractor shall provide continuous medical treatment, including medication, prescribed for and confirmed by an inmate's diagnosing physician if a previously diagnosed condition exists, during the inmate's tenure at the Fulton County Jail facilities; provided, however, that Contractor shall not be required to provide such treatment or medication if, after a full examination and any medically required tests, the Contractor's Medical Director determines that such treatment is not medically required. In such event, Contractor shall be responsible for indemnification of the County, the Sheriff, the Sheriff's Office, and any employees of the County in accordance with Article 22 of this Agreement.
- 4.8 Contractor shall be responsible for medical stabilization of infants born to inmates who deliver at the Fulton County Jail, facilitating the transfer of both inmate and infant to Grady as medically necessary, and for the provision of all services associated with the healthcare of babies born to inmates until the inmate no longer requires immediate medical care and may be reasonably transferred to Grady.

- 4.9 This Agreement does not cover mental health services, including psychotropic medications. This Agreement shall not cover the costs and expenses incurred in connection with in-patient psychiatric hospitalization of inmates. Notwithstanding the foregoing, Contractor must perform, in coordination with the County's Inmate Mental Healthcare Services provider, initial intake screening of inmates for mental illness and disorders.
- 4.10 Unless reasonably medically necessary (in accordance with American Medical Association standards), Contractor shall not furnish and shall not be responsible for the costs and expenses incurred in connection with inmate abortions.
- 4.11 Inmate Physical Healthcare Services are intended only for those inmates in the actual physical custody of the Fulton County Jail facilities, including inmates under guard by the Sheriff's Office in outside hospitals. Such inmates will be included in the daily population count. Contractor shall bear no responsibility for any other inmates, including those in outside hospitals who are not under guard, unless Sheriff's Office agrees to provide Inmate Physical Healthcare Services to inmates housed in another jail or other facility pursuant to an interagency agreement or intergovernmental agreement, in which case Contractor and Sheriff's Office will mutually determine, in good faith, whether to reallocate Contractor's resources to the other jail or facility or whether Contractor will be asked to add additional resources, at additional cost, at the other jail or facility. Except as herein provided, inmates not in the physical custody of the Fulton County Jail facilities will not be deemed to be inmates, nor will they be included in the daily population count. Further, Contractor shall not be responsible for furnishing, or for the costs of furnishing, Inmate Physical Healthcare Services to inmate on any sort of temporary release, including, but not limited to, inmates on bond, inmates temporarily released for the purpose of attending funerals or to other family emergencies, inmates on escape status, and inmates on pass, parole, or supervised custody who do not sleep in any of the Fulton County Jail facilities at night, and such inmates will not be included in the daily population count. Except as herein provided, inmates in the custody of other penal institutions or jails at the request of the County shall likewise be excluded from the daily population count and it shall not be Contractor's responsibility, either to furnish or to pay the costs of, Inmate Physical Healthcare Services to those inmates. Once an inmate has been recommitted to the Fulton County Jail, for any reason, Contractor shall be responsible for providing all Inmate Physical Healthcare Services to the inmate, regardless of the nature of the services or whether or not the condition or injury requiring such treatment occurred during the temporary release.

- 4.12 Contractor shall be responsible for providing, at its cost and expense, medically necessary Inmate Physical Healthcare Services to inmates from other facilities while housed at any of the Fulton County Jail facilities, in accordance with the provisions of this Agreement, as if such inmates had been originally committed to the Fulton County Jail.
- 4.13 Inmates assigned to Work Release shall be personally responsible for the costs of any Inmate Physical Healthcare Services provided to them and, except in case of emergency, Contractor shall have no responsibility to provide medical services to such inmates. Contractor may assist with arranging the necessary transportation for said inmates to obtain healthcare services. Inmates working on a detail assignment for the County shall not be considered to be on Work Release. The determination of the Sheriff's Office Medical Director in this regard shall be final and conclusive.
- 4.14 Contractor shall remove and dispose of all hazardous waste materials, including, but not limited to, medical and infectious waste. Such removal and disposal shall be in accordance with all applicable federal, state, and local statutes, rules, regulations, and codes.
- 4.15 Contractor shall undertake and maintain the Fulton County Sheriff's Office accreditation from the National Commission on Correctional Health Care ("NCCHC") and the AMA, to the extent such certification procedures exist during the term of this Agreement. Contractor shall provide to the Sheriff any documentation of licensure and accreditation for the Fulton County Jail facilities and any other hospitals, clinics, or other facilities utilized by Contractor. Contractor shall undertake any and actions necessary to maintain NCCHC accreditation, within the scope of this Agreement.

#### **ARTICLE 5. DELIVERABLES**

Contractor shall provide to County, in a timely manner, all deliverables specified in Exhibit D, Project Deliverables. Contractor shall supply, in a mutually agreed upon time and at Contractor's expense, such additional ad hoc reports as may be from time to time by the Sheriff's Office.

#### **ARTICLE 6. SERVICES PROVIDED BY COUNTY**

Contractor shall gather from County all available non-privileged data and information pertinent to the performance of the services. Certain services as described in Exhibit C, Scope of Services, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Contractor in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Contractor may rely upon written consents and approvals signed by County's authorized representative that are consistent with County rules and regulations and Articles 1, 4, and 7 of this Agreement.

#### **ARTICLE 7. MODIFICATIONS/CHANGE ORDERS**

If during the course of performance, County and Contractor agree that it is necessary to make changes in the services as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Policy 800-6, which is incorporated by reference herein.

#### **ARTICLE 8. SCHEDULE OF WORK**

Contractor shall proceed to furnish such services and County shall become obligated to pay for same commencing March 3, 2007.

#### **ARTICLE 9. CONTRACT TERM**

- 9.1 One (1) year contract from March 3, 2007, through February 29, 2008, with the option to renew for two (2) additional one (1) year terms, subject to the approval of the Board of Commissioners and further subject to the availability of funds.
- 9.2 Upon termination of this Agreement, by expiration or otherwise, responsibility for providing Inmate Physical Healthcare Services will transfer from Contractor to the County. Until the final date of termination, Contractor shall continue to perform all of its duties and obligations hereunder and shall cooperate fully with the Sheriff, the County, and any subsequent Contractor, if applicable, in effectuating a successful transfer of responsibility for the services rendered hereunder.

#### **ARTICLE 9. ARTICLE 10. COMPENSATION AND PAYMENT FOR SERVICES**

Compensation for work performed by Contractor shall be in accordance with the payment provisions and compensation schedule set forth in Article 40 of this Agreement.

The total contract amount for services rendered from March 1, 2007, through February 29, 2008, shall not exceed \$10,902,912.86, which is full payment for the complete scope of services.

## **ARTICLE 11. PERSONNEL AND EQUIPMENT**

- 11.1 Contractor shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Contractor on all matters pertaining to this contract.
- 11.2 Contractor represents that it has secured or will secure, at its own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Contractor under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.
- 11.3 Written notification shall be immediately provided by Contractor to County upon change or severance of any of the key personnel herein identified: Medical Director, Director of Nursing or any subcontractor performing services under this Agreement. No changes or substitutions shall be permitted in Contractor's key personnel or subcontractor as set forth herein without the prior written approval of the County. Requests for changes in key personnel or subcontractors will not be unreasonably withheld by County.
- 11.4 Contractor will provide medical, dental, technical, and support personnel necessary for the staffing of Inmate Physical Healthcare Services as described in and as required by this Agreement. Contractor shall provide staffing as described Schedule 1 of this Agreement, attached hereto and incorporated herein by reference. If population exceeds 2800 for a period of at least three (3) consecutive months, the Sheriff's Office may, subject to Board approval, establish new staffing levels and adjust compensation accordingly.
- 11.5 Contractor shall procure and retain replacement personnel to fill any vacant healthcare staff positions provided on Schedule 1. A position shall be deemed to be "vacant" if an employee of Contractor who is scheduled to be on-site during a specific time is absent for one (1) hour or more and no qualified replacement is filling the position.
- 11.6 Contractor shall interview each staff candidate with special focus on technical expertise, emotional stability, and motivation, and shall hire only those employees who are qualified and licensed in accordance with Section 11.7 of this Agreement. Contractor's final selections shall be subject to approval by the Sheriff and by the County. All of Contractor's personnel must pass a background investigation conducted by the Sheriff's Office as a prerequisite for initial and continued employment. Rejection of any applicant or current employee by the Sheriff's Office shall

be final and binding. All candidates must make an on-site visit to the Fulton County Jail facilities prior to rendering a formal decision to accept an offer of employment from Contractor. All of Contractor's personnel shall meet the minimum requirements established by the Fulton County Personnel Department for comparable positions, and all of Contractor's personnel shall comply with current and future state, federal, and local laws, regulations, court orders, administrative regulations, administrative directives, and policies and procedures of the Fulton County Sheriff's Office, including all security regulations and procedures.

- 11.7 All personnel provided or made available by Contractor to render services hereunder shall be licensed, certified, or registered, as appropriate, in their respective areas of expertise as required by applicable Georgia law, without any license, certification, or registration restriction whatsoever and as appropriate in their respective areas of expertise pursuant to applicable Georgia law, federal law, applicable standards and rules of the ACA, NCCHC, and the American Medical Association, to the extent such standards and rules exist during the term of this Agreement (including any modifications or extensions thereto), and any other applicable legal requirements. Contractor shall provide to County, upon request, full documentation of all of Contractor's personnel, including a resume, work history, clinical skills, and a photocopy of any license, certificate, or other documentation evidencing degrees, licenses, or certificates for each such position and employee. Contractor shall furnish to the County, upon request, documentation of licensing, registration, and accreditation of all hospitals, clinics, or other facilities utilized by Contractor to provide services hereunder.
- 11.8 Personnel hired by Contractor to fill the following positions shall meet the following requirements:
- (a) Medical Director: Licensed, board-certified medical doctor with a minimum of three (3) years' experience in correctional health care or a comparable clinical environment.
  - (b) Director of Nursing: Licensed, registered nurse with a minimum of three (3) years experience in correctional healthcare or a comparable clinical environment.
- 11.9 If the County or the Sheriff shall become dissatisfied with any health care personnel provided by Contractor, or by any independent contractor, subcontractor, or assignee, Contractor shall, in recognition of the sensitive nature of correctional healthcare services, upon receipt of written notice from the County or from the Sheriff of the grounds for such dissatisfaction, and in consideration of the reasons therefore, exercise its best efforts to resolve the problem. Notwithstanding the foregoing, if the County or the Sheriff requests that any employee, independent contractor,

services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

15.2 The parties may terminate this Agreement at any time, by mutual agreement in writing, upon the terms and date mutually agreed upon therein.

#### **ARTICLE 16. WAIVER OF BREACH**

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

#### **ARTICLE 17. INDEPENDENT CONTRACTOR**

Contractor shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Contractor or any of its agents or employees to be the agent, employee or representative of County.

#### **ARTICLE 18. RESPONSIBILITY OF CONTRACTOR**

Contractor represents that it has, or will secure at its own expense, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Contractor or under the direct supervision of Contractor. All personnel engaged in the Project by Contractor shall be fully qualified and shall be authorized or permitted under applicable State and local laws to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Contractor without the prior written consent of the County.

#### **ARTICLE 19. COOPERATION WITH OTHER CONTRACTORS**

Contractor will undertake the work in cooperation with and in coordination with other projects or related work performed for, with or by County's employees, appointed committee(s) or other Contractors. Contractor shall fully cooperate with such other related Contractors and County employees or appointed committees. Contractor shall provide within his schedule of work, time and effort to coordinate with County employees and with other Contractors under contract with County. Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by County employees.

Contractor shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Contractor in any manner.

#### **ARTICLE 20. ACCURACY OF WORK**

Contractor shall be responsible for the accuracy of its work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Contractor of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Contractor shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Contractor. Contractor shall give immediate attention to these changes so there will be a minimum of delay to others.

#### **ARTICLE 21. REVIEW OF WORK**

Authorized representatives of County may at all reasonable times review and inspect Contractor's activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, and computations prepared by or for Contractor shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County or of the Sheriff's Office. Acceptance shall not relieve Contractor of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Contractor shall produce progress reports or copies of any work as performed under this Agreement. Refusal by Contractor to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to Contractor until Contractor complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Contractor. The County's access to information under this provision shall be limited to information necessary to monitor contract compliance, as determined in the sole discretion of the County.

#### **ARTICLE 22. INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its officers, agents, employees and successors and assigns from and against any and all liability, loss, damages, claims, suits, liens, and judgments including attorneys fees, of whatever nature, including claims for contributions and/or indemnification, for injuries to or death or any person or persons, or damage to property or other rights of any person or persons caused by (1) any failure by the Contractor to perform its obligations under this Agreement; (2) the negligent, intentional or willful misconduct of the Contractor or any of its officers, directors, employees, representatives, agents or Subcontractors in connection with this Agreement; (3) Contractor's fault; or (4) the performance of the Contractor's obligations under this Agreement. The Contractor shall also indemnify the County to the extent provided elsewhere in this Agreement. To the extent there

is a determination that Contractor has acted as an agent of the County, the Contractor is specifically excluded from the term "agent" mentioned in the previous sentence, such that Contractor will be required to comply with the requirements of this Article. Contractor's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall also include but not be limited to any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. Contractor shall not indemnify or hold harmless the County for the acts or omissions of employees or officers of the County. Contractor further agrees to protect, defend, indemnify and hold harmless County, its officers, agents and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employees of Contractor. These Contractor indemnities shall not be limited by reason of the listing of any insurance coverage.

These indemnity provisions are for the protection of the County indemnitees only and shall not establish, of themselves, any liability to third parties. The provisions of this article shall survive termination of this Agreement.

#### **ARTICLE 23. CONFIDENTIALITY**

Contractor agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, data and studies prepared by Contractor pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of County and be delivered to the designated representative of the Sheriff's Office; provided Contractor may retain a copy of documents or other information as necessary related to pending claims or other matters.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the work, its conduct results, or data gathered or processed should be released by Contractor without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Contractor, but should any such information be released by County or by Contractor with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

**ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION**

Contractor agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Contractor or any subcontractor is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the Office of the Sheriff. All electronic files used in connection to this Agreement, which include, by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Contractor shall have no interest of any kind in such electronic files; provided Contractor may retain a copy of such files as necessary related to pending claims or other matters. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Contractor and registered in the name of the Office of the Sheriff, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Contractor has pre-existing proprietary rights and/or has otherwise been licensed to Contractor prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

**ARTICLE 25. COVENANT AGAINST CONTINGENT FEES**

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Contractor for the purpose of securing business and that Contractor has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

**ARTICLE 26. INSURANCE**

Contractor agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit G, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

## **ARTICLE 27. PROHIBITED INTEREST**

### **Section 27.01 Conflict of interest:**

Contractor agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Contractor further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

### **Section 27.02 Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

## **ARTICLE 28. SUBCONTRACTING**

Contractor shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

## **ARTICLE 29. ASSIGNABILITY**

Contractor shall not assign or subcontract this Agreement or any portion thereof without the prior express written consent of County. Any attempted assignment or subcontracting by Contractor without the prior express written consent of County shall at County's sole option terminate this Agreement without any notice to Contractor of such termination. Contractor binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

## **ARTICLE 30. ANTI-KICKBACK CLAUSE**

Salaries of employees performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Contractor hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

## **ARTICLE 31. AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County or the Sheriff's Office may deem necessary, Contractor shall make available to County, the Sheriff's Office and/or representatives of the County or the Sheriff's Office for

examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County, the Sheriff's Office and/or representatives of the County or Sheriff's Office to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Contractor's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Contractor. To the extent County or the Sheriff's Office audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Contractor's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County or the Sheriff's Office any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Contractor. Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for three years from the date of final payment under the Agreement, for inspection by County, the Sheriff's Office, or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County or the Sheriff's Office. Contractor agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee. The County's access to information under this provision shall be limited to information necessary to monitor contract compliance, as determined by the County in its sole discretion.

#### **ARTICLE 32. ACCOUNTING SYSTEM**

Contractor shall have an accounting system, which is established and maintained in accordance with generally accepted accounting principles. Contractor must account for costs in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

#### **ARTICLE 33. VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of County or the Sheriff's Office either before, during or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Agreement. All changes to this Agreement shall be in writing and in the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

## ARTICLE 34. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Office of the Sheriff, Fulton County  
185 Central Avenue, 9<sup>th</sup> Floor  
Atlanta, Georgia 30303  
Telephone: 404-730-6598  
Attention: *Roland Lane*

**With a copy to:**

Fulton County Department of Purchasing  
Purchasing Director  
130 Peachtree Street, Suite 1168  
Atlanta, Georgia 30303  
Telephone: (404) 730-5800  
Facsimile: (404) 893-6273  
Attention: *Jerome Noble*

Notices to Contractor shall be addressed as follows:

Comprehensive Medical Associates, Inc.  
3379 Peachtree Road, NE, Suite 330  
Atlanta, Georgia 30326  
Telephone: 404-760-0296  
Attention: *Sandra Wayland*

## ARTICLE 35. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be solely in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

**ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, Contractor agrees as follows:

36.01 Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

36.02 Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, Contractor state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin;

36.03 Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**ARTICLE 37. FORCE MAJEURE**

Neither County nor Contractor shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Contractor from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

**ARTICLE 38. OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. Contractor acknowledges that any documents or computerized data provided to County by Contractor may be subject to release to the public. Contractor also acknowledges that documents and computerized data created or held by Contractor in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. Contractor shall cooperate with and provide assistance to the County in rapidly and timely responding to Open Records Act requests. Contractor shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by Contractor. Contractor shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

185 Central Avenue, 9<sup>th</sup> Floor  
Atlanta, Georgia 30303  
Telephone: 404-730-6672  
Facsimile: 404-730-5870  
Attention: Ruby Swain

Contractor's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

Contractor agrees to provide professional inmate physical healthcare services to the Sheriff's Office. Contractor shall be in full compliance with the performance standards established by the RFP, the American Correctional Association ("ACA"), and the National Commission on Correctional Health Care ("NCCCHC").

**COSTS:**

**A. All Services at the Fulton County Jail as set Forth in the RFP**

Services to be provided by 104.60 FTE's, as set forth in County's request for pricing dated February 15, 2007:

**PER MONTH: \$887,866.21<sup>1</sup>**

**B. Services at the Alpharetta Jail Annex as set forth in the RFP**

Services to be provided by 2.8 FTE's, at the following rates:

PA/NP 18 hours per week at \$62.40 per hour:	\$1,123.20
LPNs 80 hours per week at \$23.20 per hour	\$1,856.00
Physician 4 hours per week at \$150.00 per hour	\$ 600.00
Medication and supplies	\$1,200.00

**PER MONTH: \$20,709.86<sup>2</sup>**

These charges will be for the calendar years 2007-2008 and will remain in effect from March 1, 2007 through February 29, 2008. These prices shall also be applicable in the event that the County exercises its right to renew this Agreement for an additional year(s), subject to the provisions of the RFP and Exhibit E of the Contractor's response to the RFP.

**County's Right to Withhold Payments:** The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be

<sup>1</sup> For 2007, the amount due shall be \$866,258.83.  
<sup>2</sup> For 2007, the amount due shall be \$20,720.00.

released and paid to the Contractor when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other reasonable remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

**Payment of Sub-contractors/Suppliers:** The Contractor must certify in writing that all sub-contractors of the Contractor and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Contractor is unable to pay sub-contractors or suppliers until it has received a payment from Fulton County, the prime Contractor shall pay all sub-contractors or supplier funds due from said payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

**Acceptance of Payments by Contractor; Release.** The acceptance by the Contractor of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Contractor for work performed or furnished for or relating to the service for which payment was accepted, unless the Contractor within thirty (30) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

#### ARTICLE 41. NON-APPROPRIATION

This Agreement states the total obligation of the County to the Contractor for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Contractor in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds. County's determination that sufficient funds have not been appropriated shall be binding on the parties and shall not be subject to review.

## ARTICLE 42. WAGE CLAUSE

Contractor agrees that in the performance of this Agreement the Contractor will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

## ARTICLE 43. PROGRAM SUPPORT SERVICES

In addition to providing on-site services, off-site services, and personnel services, Contractor shall provide the following professional management services to support the healthcare delivery system and the medical program at the Fulton County Jail facilities:

- 43.1 Contractor shall develop, implement, and operate under written protocol, policies, and procedures that comply with all standards and requirements of the Agreement, and shall conduct an annual review of its protocol, policies, and procedures. All such protocol, policies, and procedures shall address the healthcare unit, the medical staff, and the administrative staff. All protocol, policies, and procedures shall receive written approval by the Sheriff prior to their implementation.
- 43.2 Contractor shall institute and maintain a Quality Improvement Committee, which shall develop and implement all protocols, policies, and procedures necessary for the operation of the Fulton County Jail facilities' health care program, with the objective to assure that quality health services are available to inmates. The Committee shall, within six (6) months of the effective date of this Agreement, develop and implement a written Continuous Quality Improvement Program for assuring that quality healthcare services are available to inmates. This program shall include on-site inspections by a disinterested third party at Contractor's cost. The program shall also include evaluation of the inmates' health care, at both on-site and off-site locations, on a continual basis for quality, appropriateness, and continuity of care. Contractor shall conduct peer review as a part of its quality assurance program. Such peer review shall include the conducting of random audits of the medical records at the Fulton County Jail to assure compliance with all treatment protocols and procedures. Contractor shall further cooperate with any inspections of the health services program at the Fulton County Jail initiated and paid for by the County. In the event such inspections reveal any performance deficiencies by Contractor, the County or the Sheriff shall so inform Contractor and Contractor shall have a reasonable period of time, not to exceed thirty (30) days, to develop and present a corrective action plan to the County or to the Sheriff.

- 43.3 Contractor shall develop, implement, and operate under a written cost-containment program, which shall include a mechanism by which Contractor shall control health care costs and define areas in which Contractor shall achieve cost savings, consistent with successful programs at other sites at which Contractor furnishes healthcare services.
- 43.4 Contractor shall develop, implement, and operate a system for collecting and analyzing trends in inmate utilization of healthcare services.
- 43.5 Contractor shall develop, implement, and operate under a written utilization management program for the review and analysis of the utilization of off-site service referrals, including sub-specialty and inpatient stays. The program shall include non-urgent hospitalization pre-certification, urgent hospitalization pre-certification, concurrent review, prospective denial, discharge planning, and prior authorization of targeted procedures. The utilization management program shall provide for reports demonstrating that a given use of outside services has been appropriate and medically indicated and that the length of stay (if applicable) is neither longer nor shorter than medically indicated. This Section shall apply to any corporate review, whether for inpatient or outpatient procedures.
- 43.6 Contractor shall develop, implement, and operate under policies and procedures for handling inmate complaints regarding healthcare services. Contractor shall provide a system for tracking complaints from receipt to resolution. Contractor shall respond to and answer all official grievances within seventy-two (72) hours of receipt. Contractor shall generate and provide a weekly log of complaints received, which log shall include the name and identification number of the inmate, the date the complaint was received, a description of the complaint, and current and final disposition of such complaint.
- 43.7 Contractor shall ensure that its staff report any problems or unusual incidents to an administrator or his or her designee. Contractor's staff shall represent the medical care unit in discussions with local civic groups or visiting officials. Contractor's staff shall properly complete employee evaluations for those employees under its direct supervision, in accordance with applicable state rules, as requested by the County.
- 43.8 Contractor shall conduct an ongoing health education program for inmates. If the Sheriff so desires, Contractor shall conduct the same program for employees of the Sheriff's Office.

#### ARTICLE 44. REPORTS AND RECORDS

- 44.1 Contractor shall maintain and retain a complete, standardized, problem-oriented medical record for each inmate in accordance with prevailing medical regulations for confidentiality, retention, and access. Contractor

shall maintain each medical record in accordance with applicable laws, NCCHC and ACA standards, and the Sheriff's policies and procedures. Contractor shall ensure that its staff documents all healthcare contacts in the inmate's healthcare record in the proper medical record format. Each medical record shall contain, but not be limited to: an updated problem list and results of physical examinations, including tuberculin skin tests, pregnancy tests for all female inmates, and RPR (Rapid Plasma Reagent) and all hospitals and outside service reports, including discharge summaries. Notwithstanding the foregoing, Contractor shall not be responsible for the condition of medical records taken before the effective date of the Agreement.

- 44.2 Contractor shall provide all medical records, forms, jackets, and other materials necessary to maintain the medical records. Contractor shall keep medical records separate from the inmate's confinement record. A complete, legible copy of the applicable medical record shall be available, at all times, to the County. Contractor shall comply with federal and state laws and the County's policy with regard to access by inmates and staff to medical records. Contractor shall not release information contained in the medical records except as provided by the County's policy, by a court order, or otherwise in conformance with applicable law. Contractor shall forward a copy of an inmate's medical record or a summary of treatment, whichever is required by the receiving facility, in a timely manner, to the appropriate facility. Contractor shall ensure that a copy of the inmate's medical record accompanies an inmate on each health service encounter, both inside and outside of the Fulton County Jail facilities. All medical records of inmates shall be considered the property of Fulton County, and at the termination of this Agreement, Contractor shall deliver all medical records to the Sheriff. The County will permit reasonable access by Contractor, after the termination of this Agreement, for the purposes of defending litigation.
- 44.3 Contractor shall provide to the County and the Sheriff, on a date and in a form specified by the Sheriff, monthly and annual reports relating to healthcare services rendered under this Agreement. Contractor shall also compile monthly statistical data of services provided and shall create quarterly service reports. Contractor shall furnish these reports to the County and to the Sheriff, on a date and in a form specified by the Sheriff. Without limitation, Contractor shall furnish the County and the Sheriff a monthly report of the number of dialysis treatments furnished to inmates pursuant to this Agreement.
- 44.4 Subject to applicable Georgia law, in order to assist Contractor in providing the best possible healthcare services to inmates, the Sheriff may provide Contractor with information pertaining to inmates that the Sheriff and Contractor mutually agree is reasonable and necessary to aid Contractor in performing its obligations under this Agreement.

- 44.5 Contractor shall make available to the County and to the Sheriff all records, documents, and other papers relating to the delivery of healthcare services to inmates under this Agreement. The Sheriff understands that some of the systems, methods, procedures, written materials, and other controls employed by Contractor may be proprietary in nature and are and will remain the intellectual property of Contractor. The Sheriff may not use, distribute, copy or otherwise utilize information concerning property identified as such by Contractor except: 1) in connection with the delivery of healthcare services under this Agreement; 2) as permitted or required by law; or 3) with the written approval of Contractor.
- 44.6 During the term of this Agreement, and for a reasonable time thereafter, as determined in the sole discretion of the Sheriff, the Sheriff will provide Contractor, at Contractor's request and sole expense, access to the Sheriff's records relating to the provision of healthcare services as reasonably requested by Contractor for the purpose of investigating or defending any claim related to Contractor's conduct. Consistent with applicable law, the Sheriff may make available to Contractor such records as are maintained by the Sheriff, hospitals and other outside healthcare providers involved in the care or treatment of inmates (but only to the extent that the Sheriff has any control over those records) as Contractor may reasonably request. If any such information is furnished to Contractor, Contractor shall keep any such information confidential, and shall not, except as may be required by law, disclose or distribute any such information, documents, or records to any third party without the prior written approval of the Sheriff and the County.
- 44.7 Contractor shall not release or deliver any of the medical records generated as a result of its services required hereunder to the general public or to federal, state, or local officials unless required by law to do so or authorized in writing to do so by the County. Contractor shall not make available to any individual or organization any reports, information, or data given to or prepared by or assembled by Contractor without the prior written approval of the County, except as otherwise provided herein. In the event that Contractor is requested to release or deliver any information in any proceeding, Contractor will give prompt notice of such request in order that the County may seek a protective order or otherwise object to the request. If Contractor is compelled by law to disclose any records, reports, documents, information, or data, Contractor may disclose such information without liability, provided that it has complied with the provisions of this Agreement, and provided further that Contractor gives the County written notice of the information to be disclosed as far in advance as is practicable and, at its expense, uses its best efforts to obtain assurances that the third party will accord confidential treatment to the information. No reports or other documents produced by Contractor

shall be the subject of an application for copyright by or on behalf of Contractor, and all rights in such reports or other documents are reserved to the County.

#### **ARTICLE 45. SECURITY**

- 45.1 Contractor, the County, and the Sheriff's Office agree that adequate security services are necessary for the safety of Contractor's staff, the security of inmates, and the security of the Sheriff's staff, consistent with a correctional setting. The Sheriff will provide sufficient security to enable Contractor to safely and adequately provide Inmate Physical Healthcare Services as described in this Agreement. Nothing herein shall be construed as to make the Sheriff, his deputies, or his employees a guarantor of the safety of Contractor's staff. The Sheriff shall determine, in his sole discretion, what level of security is sufficient.
- 45.2 Neither the County nor the Sheriff, nor any of their employees, shall be liable for loss of, or damage to, any equipment or supplies of Contractor unless such loss or damage was caused by the gross negligence of the County or of the Sheriff.
- 45.3 The Sheriff will provide security as he or she deems necessary and appropriate in connection with the transportation of any inmate between the Fulton County Jail facilities and any other location for off-site services as contemplated in this Agreement.
- 45.4 Contractor agrees to immediately remove from the Fulton County Jail facilities, upon request by the Sheriff, the Chief Jailer, or the County, any employee, agent, or subcontractor who, in the sole determination of the Sheriff or the County, poses a security risk at any of the Fulton County Jail facilities. Upon request, Contractor will be provided a written statement of the grounds for the request for removal, which will be provided within seven (7) days of Contractor's request for same. Contractor will be responsible for providing a substitute employee, agent, or subcontractor to fill the position of any such person as provided in Section 11.5 of this Agreement.

#### **ARTICLE 46. OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES**

- 46.1 The County agrees to provide Contractor with office space, facilities, and equipment that currently exist in the Medical Unit at the Fulton County Jail, as well as all utilities (including all local telephone costs, but excluding long distance telephone cost, which Contractor shall reimburse to the County on a monthly basis). The County shall endeavor to provide inmates to perform necessary housekeeping of the office space and facilities to the extent sufficient suitable inmates, as determined in the sole discretion of the Sheriff's Office, are reasonably available to perform such

services. Contractor has inspected the medical office space and facilities, and agrees that such space and facilities are sufficient for its agents, employees, and subcontractors to perform all obligations required under this Agreement. Contractor acknowledges that the County is presently engaged in a significant renovation program at the Fulton County Jail, and agrees that any relocation or limitation on its use of the office space and facilities otherwise available for its use shall not be deemed a breach of this Agreement by the County or by the Sheriff, nor shall it entitle Contractor to any additional compensation.

- 46.2 The Sheriff's Office will continue to provide Contractor, beginning on the effective date of this Agreement, possession and control of all County medical and office equipment and supplies at the Fulton County Jail facilities health care units, subject to the provisions of Section 46.1, above. At the termination of this or any subsequent Agreements, County shall return to the County possession and control of all supplies, medical and office equipment that were in place at the Facilities' health care units prior to the commencement of services under this Agreement, in good working order, reasonable wear and tear excepted.
- 46.3 Contractor shall maintain all equipment necessary for the performance of this Agreement in good working order during the term of this Agreement. If additional equipment or instruments are required by Contractor during the term of this Agreement, Contractor shall purchase such items at its own cost. At the end of the term, or upon other termination of this Agreement, the Sheriff or the County may purchase Contractor's equipment and instruments based upon a mutually agreed upon depreciation schedule.
- 46.4 The Sheriff will provide, for each inmate receiving physical healthcare services, the same services and facilities provided by the Sheriff for all inmates at the Fulton County Jail facilities, including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.

#### ARTICLE 47. LIQUIDATED DAMAGES

The parties agree to liquidated damages in the following amounts:

- (a) For the failure of Contractor to complete physical examinations within three (3) days of an inmate's arrival at the Fulton County Jail facilities, \$3,000.00 per percentage point below 95%; and
- (b) The failure of Contractor to fill vacant positions, as specified in this Agreement, will result in damages based upon the hourly rate of pay, including benefits, for each such position.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

John H. Eaves  
John Eaves, Commission Chair  
Board of Commissioners

ITEM # 06-1281 RCS 2/21/07

ATTEST RECESS MEETING

Mark Massey  
Mark Massey  
Clerk to the Commission (Seal)

CONTRACTOR:

Correctional Medical  
Associates, Inc.

Sandra Baccus  
Sandra Baccus  
President

Secretary/  
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

John Boudreau  
Office of the County Attorney

APPROVED AS TO CONTENT:

Myron E. Freeman  
Myron E. Freeman  
Sheriff

# **ADDENDA**



## FULTON COUNTY PURCHASING DEPARTMENT

Winner 2000- 2005 Achievement of Excellence in Procurement Award  
National Purchasing Institute

Jerome Noble, Director



October 27, 2006

Re: 06RFP00016YB-BR  
*Fulton County Jail Inmate Physical Health Services*

Dear *Proposers* :

Attached is one (1) copy of Addendum 1, hereby made a part of the above referenced *Request for Proposal (RFP)* .

Except as provided herein, all terms and conditions in the *RFP* referenced above remain unchanged and in full force and effect.

Sincerely,

A handwritten signature in cursive script that reads 'Brian Richmond'.

Brian Richmond  
Assistant Purchasing Agent

A circular stamp containing handwritten initials, possibly 'BR', in a stylized font.

**06RFP00016YB-BR**

**Fulton County Jail Inmate Physical Health Services**

**Addendum No. 1**

**Page Two**

This Addendum forms a part of the contract documents and answers questions that vendors have had about the specifications and to make a change in the specifications:

1. **Are there any union agreements in place with any of the healthcare providers?** Answer: No.
2. **Are there any services that Grady cannot provide? If so, who is financially responsible for the cost of such services?**  
There may be some services that Grady does not provide and in such cases, it is the responsibility of the vendor to locate the service and make arrangements for the appointment. The County will be responsible for the cost and transportation.
3. **Who is financially responsible for the transportation to Grady Hospital both emergency and non-emergency?**  
Answer: Fulton County.
4. **Who is currently providing the OB/GYN services at the jail?**  
Answer: Routine monitoring of pregnancy is done by the vendor. High risk pregnancies are scheduled for follow-up at Grady high risk OB clinic.
5. **Who is currently providing on-site dialysis?** Answer: We are requesting the vendor to provide on-site dialysis. **Are men and women dialyzed at separate times?** Answer: Scheduling will depend on the vendor. **How many are currently on dialysis?** Answer: In 2005, there were 194 visits made for dialysis.
6. **Where are mammograms being performed?** Answer: Grady Hospital.
7. **Where is the optometry clinic being held?** Answer: Grady Hospital.  
**How many days a week is this being performed at each site?** Answer: N/A.
8. **Please clarify who is financially responsible for the cost of the on-site clinics?**  
Answer: The vendor.
9. **Since mental healthcare is not the responsibility of the proposer, who is financially responsible for the costs of psychotropic medications?**  
Answer: The Mental Healthcare vendor.
10. **Who is the mental healthcare provider?** Answer: Correctional Medical Associates.

11. **Is the facility NCCHC or ACA accredited? If so, when is reaccreditation due?** Answer: ACA done already in September and NCCHC is scheduled for November, 2006.
12. **If PHS opens a regional office in Fulton County, GA, will that meet the "Local Preference" requirement (Pg. 3-35, E) mentioned in the RFP?** Answer; Ten percent of the total points available to each proposer shall be awarded on the basis of whether the proposer has a business location within the geographic boundaries of Fulton County. Proposers having a business location within Fulton County shall be entitle to and shall receive the local preference points provided for (the term business location means a physical structure, office or suite, but does not include a post office box or a temporary job or project site location).
13. **Please send the M/FBE directory of Fulton County certified M/FBE's.** Go to the Fulton County website at [www.co.fulton.ga.us](http://www.co.fulton.ga.us), on your left, click on departments A-Z, click purchasing, click business, on your right, click on Minority/Female business directory.
14. **Are the staffing minimums listed in Section BB, Pg. 3-33, required by the consent decree? Answer: Yes. If not required by the consent decree, is the County willing to accept alternative staffing proposals to the minimum staffing listed on Page 3-33, Section BB? Answer: No.**
15. **Would the County please provide a copy of any consent decrees under which the Jail is currently operating? You may download a copy of the consent order Harper v. Fulton County by going to the Fulton County website, click on "Bid Opportunities", click "Bid Board", Click "View All Current Solicitation", and find RFP# 06ITB00016YB-BR.**
16. **Please confirm that each renewal year is mutually agreed upon as mentioned in Section 2.5 and addressed at the pre-bid conference. Answer: Yes, renewals are mutually agreed upon and renewal is dependent upon availability of funding from the general fund budget process and approved by the Board of Commissioners.**
17. **Will the County consider a termination without cause provision for either party based on an agreed upon period of written notice? Answer: Below is the language that will be apart of the eventual contract for these services:**

**TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant will be paid compensation for those services actually performed. Partially completed tasks will

be compensated for based on a signed statement of completion to be submitted by Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

18. Section 3.3 Scope of Work appears in the proposal as a questionnaire. The "Technical Proposal Format and Content" section (Page 3-36) does not address where you would like this included. Would you like it included in the body of Section Two – Project Plan, #2 or as a separate questionnaire with yes or no answers only? Answer: The scope of work is to provide Health Services to the Inmates at the facilities of the Fulton County Sheriff's Office in each of the areas listed in the "Scope of Work" section. Responses are to be included in the body of Section Two- Project Plan #2.

On page 3-33, section BB, under the heading "Minimum Fulton County Jail Staffing Requirements", please add the following position:

<u>POSITION</u>	<u>FTE</u>
Orthopedic Surgeon	0.2

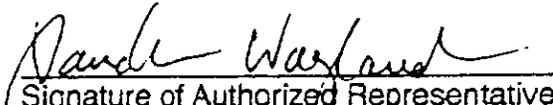
The due date has been extended until 11:00 A.M. Tuesday, November 7, 2006

#### ACKNOWLEDGEMENT OF ADDENDUM NO. 1

The undersigned proposer acknowledges receipt of this addendum by returning one (1) copy of this form with the proposal package to the Purchasing Department, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30335 by the RFP due date and time Tuesday, November 7, 2006, 11:00 A.M.

This is to acknowledge receipt of Addendum No. 1, 28<sup>th</sup> day of October, 2006.

Correctional Medical Associates, Inc.  
Legal Name of Bidder

  
Signature of Authorized Representative

Chief Operating Officer  
Title

# **EXHIBIT A**

## **GENERAL CONDITIONS**

**See RFP Sections 4, 6 & 7**

# **EXHIBIT B**

## **SPECIAL CONDITIONS**

**Not Applicable, No Special Conditions were required for  
this Project**

# **EXHIBIT C**

## **SCOPE OF WORK**

**See RFP Section 8**

# **EXHIBIT D**

## **PROJECT DELIVERABLES**

**See RFP Section 8**

**EXHIBIT E**  
**COMPENSATION**

**Fulton County Jail Facilities  
Cost Proposal with Dialysis  
2007**

<b>Item number</b>	<b>Expense category</b>	<b>Itemized expense category cost -\$-</b>
1.	Total base cost (2,800 inmates)	10,655,620.57 Year
2.	Total base cost (2,800 inmates)	887,968.38 Per month
3.	Total base cost (2,800 inmates) per month	\$ 317.13 Per inmate
4.	Cost per inmate (over 2,800) per month	\$ 94.50 Per inmate
5.	(2800 inmates)	Annual cost
5a.		10,655,620.57 \$Year 1
5b.		10,975,289.19 \$Year 2
5c.		11,304,547.86 \$Year 3

\* Cost per inmate per day is \$3.15 times 30 days = \$94.50/month

\*\* Years 2 and 3 = 3% or medical CPI for Atlanta, whichever is greater

**Alpharetta Jail Annex Facility  
Cost Proposal  
2007**

<b>Item number</b>	<b>Expense category</b>	<b>Itemized expense category cost -\$-</b>
1.	Total base cost	248,518.32 Year
2.	Total base cost per month	20,709.86 Per month
3.	Medication and supplies	\$ 4,800.00 Per month*

\* Medication and supply costs are included in yearly and monthly cost

**Budgeted Costs  
Fulton County Jail  
Effective January 1, 2007**

	<b>Monthly</b>	<b>Annually</b>
Personnel Costs*	548,726.36	6,584,716.32
Pharmacy Costs	145,000.00	1,740,000.00
Laboratory Costs	42,000.00	504,000.00
Medical and Dental Supplies	12,000.00	144,000.00
Insurance	20,000.00	240,000.00
Office/Medical Record Supplies	4,000.00	48,000.00
Equipment Maintenance	800.00	9,600.00
Hazardous Waste	1,400.00	16,800.00
Training/Inservice	2,000.00	24,000.00
Dialysis	15,450.00	185,400.00
Sub-Total	791,376.36	9,496,516.32
Overhead & Administration	96,592.02	1,159,104.25
<b>Total</b>	<b>887,968.38</b>	<b>10,655,620.57</b>

\*Includes payroll taxes, employee benefits, shift differential and relief factor.

**EXHIBIT F**  
**PURCHASING FORMS**

**Procurement Affidavit Form 1**  
**CERTIFICATION REGARDING DEBARMENT**

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

  
\_\_\_\_\_  
SIGNATURE

October 28, 2006  
\_\_\_\_\_  
DATE

**INSTRUCTIONS FOR CERTIFICATION**

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

**DEBARMENT ORDINANCE**

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

- (a) *Authority to suspend.*

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from

consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

(b) *Causes for Suspension.* The causes for suspension include:

- 1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- 2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- 3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- 4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
  - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
  - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
  - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
  - d. Falsification of any documents.
- 5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- 6) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative

Action Program and certified as such by the County) as a subcontractor or a joint venture partner, in performing work under contract with the County.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

**Procurement Affidavit Form 2-A**  
**NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR**

STATE OF GEORGIA

COUNTY OF FULTON

I, Sandra Baccus certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), Correctional Medical Associates, Inc. has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of Correctional Medical Associates, Inc. is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

Correctional Medical Associates, Inc.  
(COMPANY NAME)

[Signature]  
(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this 28th day of October, 2006.

[Signature]  
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: Anne Jackson

County: DeKalb

Commission Expires: MY COMMISSION EXPIRES ON: MARCH 29, 2009

**NOTE:**

**IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.**

**IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.**

**Procurement Affidavit Form 2-B**  
**NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR**

**STATE OF GEORGIA**

**COUNTY OF FULTON**

I, Jason LaCoste certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), American Renal Care, Inc. has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of American Renal Care, Inc. is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

American Renal Care, Inc.  
(COMPANY NAME)

[Signature]  
(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this 28th day of October, 2006.

[Signature]  
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: [Signature]

County: DeKalb

Commission Expires: \_\_\_\_\_

LaSheba Z.L. Mateen  
Notary of Public  
State of Georgia  
My Comm Exp. 2-28-2010

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

**Procurement Affidavit Form 3**  
**CERTIFICATE OF ACCEPTANCE OF REQUEST**  
**FOR PROPOSAL REQUIREMENTS**

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages # 1 to # 61 inclusive, including addenda # 1 to # 1, exhibit(s) A to G, attachment(s) \_\_\_\_\_ to \_\_\_\_\_, and/or appendices # \_\_\_\_\_ to # \_\_\_\_\_, in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

Company: Correctional Medical Associates, Inc.  
Signature:   
Name: Sandra A. Baccus  
Title: President Date: October 28, 2006

(Affix Corporate Seal)