



Fulton County, GA

Department of Purchasing & Contract Compliance

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

March 25, 2010

Re: **10RFP71997YC-BL, Jail Inmate Physical Healthcare Services**

Dear Proposers:

Attached is one (1) copy of Addendum 5, hereby made a part of the above referenced 10RFP71997YC-BL, Jail Inmate Physical Healthcare Services

Except as provided herein, all terms and conditions in the 10RFP71997YC-BL, Jail Inmate Physical Healthcare Services referenced above remain unchanged and in full force and effect.

Sincerely,

William E. Long, Jr., CPPB
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 proposal submission due date has been changed from; Wednesday, March 24, 2010 @ 11:00 AM to Wednesday, April 14, 2010 @ 11:00 AM.**
- **The Evaluation and Recommendation committee, after reviewing and rating the proposals submitted, will require oral presentations of the three (3) highest ranked proposers. The committee also reserves the right, prior to award recommendation, to visit one of the sites that the recommended proposer currently is performing the services requested in this proposal. The expenses for staff to travel to the site must be borne by the proposer.**

QUESTIONS

QUESTION: What is the County's targeted award date for the contract?

RESPONSE: *Between April 14th and July 1st, 2010*

QUESTION: What is the County's targeted start date for the contract?

RESPONSE: *Between July and September, 2010.*

QUESTION: Please provide a copy of the current health services contract for the Fulton County Jail Complex (Jail), including any exhibits, attachments, and amendments.

RESPONSE: *Copy will be available*

QUESTION: Please provide (by year) the amounts and reasons for any paybacks, credits, and/or liquidated damages the County has assessed against the incumbent vendor over the term of the current contract.

RESPONSE: *There are none.*

2 OF 15

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



QUESTION: Please provide a copy of the Foster vs. Fulton County Consent Order referenced in **RFP Section 3.3.5.A.**

RESPONSE: *Will forward to you via email.*

QUESTION: In addition to Foster vs. Fulton County, is the Jail subject to any other court orders or legal directives? If “yes,” please provide copies of the order/directive.

RESPONSE: *Yes, Harper v Fulton County*

QUESTION: How many lawsuits pertaining to inmate health care at the Jail — frivolous or otherwise — have been filed against the County and/or the incumbent medical provider in the last three years?

RESPONSE: *Information unavailable at this time.*

QUESTION: Please provide two years’ worth of historical data describing the inmate population, broken down by gender.

RESPONSE: *Available data for 2009.*

JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
2,642	2,671	2,637	2,646	2,686	2,773	2,898	2,973	3,096	3,059	3,053	2,910

The women account for 13% of the total population.

QUESTION: We understand that the Contractor must meet all requirements established by the National Commission on Correctional Health Care (NCCHC) and the American Correctional Association (ACA). Is the Jail currently accredited by either association? If “yes,” please provide the most recent accreditation date for the facility.

RESPONSE: *Yes. Re-accreditation due this year, 2010.*

QUESTION: We appreciate the County providing its minimum staffing requirements as outlined in **RFP Section 3.3.5.BB** (Page 43). Please also provide current health service staffing schedules by facility, shift, and day of the week for the Jail Complex.

RESPONSE: *NCCHC re-accredited 2006*

ACA accredited 2006

QUESTION: Please provide a listing of the current health service vacancies by position for the Jail.

RESPONSE: *Currently, 2 Medical Assistants, 6 LPNs, 2 RNs*

QUESTION: Are any members of the current health service workforce at the Jail unionized? If yes, please provide the following.

- A copy of each union contract
- Complete contact information for a designated contact person at each union
- The number of union grievances that resulted in arbitration cases over the last 12 months

RESPONSE: *No union.*

QUESTION: Please provide current wage/pay/reimbursement/seniority rates for incumbent health service staff at the Jail.

RESPONSE: *See contract.*

QUESTION: Please confirm that the time health services staff members spend in orientation, in-service training, and continuing education classes will count toward the hours required by the contract.

RESPONSE: *All training will be in accordance with NCCHC standards.*

QUESTION: Please provide the capacity and average daily population of each of the Jail's segregation units.

RESPONSE: *208 bed capacity*

QUESTION: Please provide an inventory of office equipment (e.g., PCs, printers, fax machines, copiers) currently in use at the Jail and identify which equipment will be available for use by the selected provider.

RESPONSE: *There is a (1) large/high volume copier in the medical administrative area and (1) large/high volume copier in medical records. The vendor is responsible for supplying copy paper and office supplies. The county is responsible for maintenance.*

QUESTION: Please provide an inventory of medical equipment (e.g., blood pressure cuffs, ultrasound, x-ray machines, etc.) currently in use at the Jail and identify which equipment will be available for use by the selected provider.

RESPONSE:

**General X-ray Machine with table
Digital film Processor**

**Three Dental Operatories and all associated machinery
General Dental X-ray Machine
Panorex X-ray Machine
Auto Claves (2 steam type)
Ultrasonic Cleaners (2)**

No current warrantees on any equipment except the Digital X-ray Processor.

QUESTION: How does the health unit staff at the Jail currently access the Internet: through a facility network or through connectivity provided by the incumbent Contractor? Who is financially responsible for such Internet access?

RESPONSE: **Facility network. The county is responsible for the internet access.**

QUESTION: Please identify the current sub-contracted provider(s) of laboratory services.

RESPONSE: **Quest**

QUESTION: How are dental services currently provided: (a) onsite, with permanent County-owned equipment; (b) onsite, through mobile dentistry (PLEASE IDENTIFY VENDOR); or (c) offsite?

RESPONSE: **County owned equipment.**

QUESTION: How are optometry services currently provided: (a) onsite, with permanent County-owned equipment; (b) onsite, through mobile optometry (PLEASE IDENTIFY VENDOR); or (c) offsite?

RESPONSE: **Grady Memorial Hospital via clinic appointment.**

QUESTION: How are dialysis services currently provided: (a) onsite, with permanent County-owned equipment; (b) onsite, through mobile dialysis (PLEASE IDENTIFY VENDOR); or (c) offsite?

RESPONSE: *Currently offsite. Vendor is responsible for dialysis services.*

QUESTION: Does State of Georgia or Fulton County law mandate any special rates (e.g., Public Aid, Medicare, Workers Compensation, or other discounted rates, etc.) for the offsite treatment of County inmates? If “yes,” please provide a copy of the statute, law, regulation, contract, or other legal document that requires community providers to accept such rates.

RESPONSE: *No such mandate.*

QUESTION: Please identify which of the specialty and chronic care clinics listed in **RFP Section 3.3.5.N** (Page 32) are currently conducted onsite, and indicate how many hours per week each clinic is held.

RESPONSE: *The Jail prefers to have as many specialty and chronic care clinics on-site as is possible for the vendor to provide.*

QUESTION: Does the Jail have special medical housing, observation beds, and/or an infirmary? If “yes,” please provide the number of such beds.

RESPONSE: *44 bed infirmary*

QUESTION: Does the Medical Unit qualify as an Infirmary as per NCCHC definitions, i.e., do the staffing levels, monitoring methodology, rounding frequency, etc., comply with NCCHC infirmary standards for Jails?

RESPONSE: *Yes*

QUESTION: On average, how many inmates are housed in the Medical Unit/Infirmary on a daily basis?

RESPONSE: *Medical Infirmary admission 50/month*

Mental health admission 68/month

QUESTION: **RFP Section 3.3.5** indicates that mental health services are excluded from the scope of the RFP. How are these services provided to Jail inmates?

RESPONSE: *Separate contract.*

QUESTION: Please provide the following information about medication administration.

- Who administers medications, e.g., RNs, LPNs, medical assistants?
- How are medications distributed, i.e., pill line or med pass?

- Where does medication distribution take place, i.e., do medication carts go to the housing units or do inmates come to the medical units?
- How often is medication distributed each day?
- How long does it take to perform the average medication distribution process?

RESPONSE: *LPNs distribute medication.*

Meds are distributed at the housing unit door.

Carts go to the housing unit.

Meds distributed twice a day.

There is a two hour window for each medication pass.

QUESTION: How many medication carts will the County make available for the use of the incoming vendor?

RESPONSE: *Vendor will supply medication carts.*

QUESTION: Please provide copies of the following documents.

- The formulary currently in use at the Jail
- A current formulary management report

RESPONSE: *Current formulary provided in previous response.*

No current management report.

QUESTION: Who is financially responsible for psychotropic drugs: the medical contractor or the mental health contractor?

RESPONSE: *The medical contractor.*

QUESTION: If the medical contractor bears the cost of psychotropic drugs, please describe the County's plan for ensuring that the mental health contractor's psychiatrists abide by the medical contractor's formulary and prescribing practices.

RESPONSE: *The formulary is determined by the Pharmacy and Therapeutics Committee whose members include Medical Director, Chief Psychiatrist, Director of Health Services and the Pharmacist.*

Psychiatrists prescribe psychotropic medication. They determine their own prescribing practices.

QUESTION: With regard to the licensed onsite pharmacy required by **RFP Section 3.3.5.Q** (Page 37):

- Does space for the onsite pharmacy currently physically exist?
- If “yes,” is the pharmacy currently operating?
- Exactly where is the current onsite pharmacy located?
- Please explain why no Pharmacy Technicians appear in the required minimum staffing list outlined in **RFP Section 3.3.5.BB** (Page 43).
- Please provide an inventory of equipment (automated and manual) currently in use at the onsite pharmacy and identify which items will be available for use by the selected Contractor. If available, please include make, model, age, condition, and current maintenance agreement cost.
- Please provide copies of the policies and procedures currently in place for the management of the onsite pharmacy.
- Does the current Contractor utilize bingo cards or a vial-type system for pharmaceuticals?

RESPONSE: ***The current pharmacy is operational and located on the medical unit. It is equipped by the vendor. The vendor is expected to operate the pharmacy in accordance with NCCHC standards. The will develop its own policy and procedure.***

QUESTION: Please identify (and provide contact information for) the pharmaceutical wholesaler that currently supplies inventory to the onsite pharmacy.

RESPONSE: ***The current vendor purchases drugs from wholesalers of their choosing. The selected vendor will establish its own purchasing network.***

QUESTION: How will existing drug inventory in the onsite pharmacy be handled at the time of contract transition, i.e., will the incoming Contractor be required to purchase existing inventory as of the contract start date?

RESPONSE: ***The incoming vendor and the outgoing vendor may negotiate the transition of inventory.***

QUESTION: Does the onsite pharmacy house inventory for both the drugs ordered by the medical Contractor AND the psychotropic medications provided and paid for by the mental health Contractor?

RESPONSE: *The drugs will be purchased by the medical vendor and will be paid for by the medical vendor.*

QUESTION: Is the staffing complement at the onsite pharmacy (i.e., the medical Contractor's employees) also responsible for the inventory, security, dispensing, etc., of the psychotropic medications provided and paid for by mental health Contractor?

RESPONSE: *Medical vendor will be responsible for pharmacy services.*

QUESTION: What is the average number of inmates receiving pharmaceutical treatment each month for the following conditions?

- Hemophilia
- Hepatitis C
- HIV/AIDS

RESPONSE: *HIV/AIDS 151*

QUESTION: Please provide monthly statistical data for each of the following categories.

- Number of inpatient offsite hospital days
- Number of outpatient surgeries
- Number of outpatient referrals
- Number of trips to the emergency department
- Number of ER referrals resulting in hospitalization
- Number of ambulance transports
- Average number per month of inmates undergoing dialysis treatments

RESPONSE: *Vendor is not responsible for hospitalization, ambulance, outpatient services or emergency room services.*

Monthly information from 2009 is available for dialysis visits:

Jan	19	Jul	12
Feb	16	Aug	2
Mar	7	Sep	3
April	8	Oct	0

9 OF 15

May 2 **Nov 2**
Jun 17 **Dec 13**

QUESTION: Please provide historical health services cost data broken out into at least the following categories.

- Total offsite care
- Total pharmaceutical expenditures
- Laboratory services
- X-ray services

RESPONSE: ***See copy of current contract for available costs.***

QUESTION: Please confirm our interpretation of **RFP Section 3.3.5.E** (Page 27), i.e., that the Contractor is not financially responsible for the cost of any services (inpatient or outpatient) provided offsite at a Grady Health System facility, as “this treatment is considered covered by the amount of funds allocated in the current year's budget for the operational costs of Grady Hospital (Fulton-DeKalb Authority).

RESPONSE: ***The above interpretation is correct.***

QUESTION: Please confirm who will be financially responsible for the following services under the new contract: the County or the Contractor?

- Inpatient hospitalization, other than at a Grady Health System facility
- Outpatient surgeries
- Non-surgical outpatient referrals
- ER visits, other than to a Grady Health System facility
- Offsite dialysis
- Offsite diagnostics (lab/x-ray)

RESPONSE: ***Dialysis will be the responsibility of the vendor. All of the other services lists above are the responsibility of the County.***

QUESTION: Please confirm that under the new contract, the Contractor will not be financially responsible for any of the following services.

- Neonatal or newborn care after actual delivery
- Cosmetic surgery, including breast reduction

10 OF 15

- Sex change surgery (including treatment or related cosmetic procedures)
- Contraceptive care including elective vasectomy (or reversal of such) and tubal ligation (or reversal of such)
- Extraordinary and/or experimental care
- Elective care (care which if not provided would not, in the opinion of the Medical Director, cause the inmate's health to deteriorate or cause definite and/or irreparable harm to the inmate's physical status)
- Autopsies
- Any organ (or other) transplant or related costs, including, but not limited to labs, testing, pharmaceuticals, pre- or post-op follow-up care, or ongoing care related to a transplant, etc.
- Medications for the treatment of bleeding disorders, including, but not limited to Factor VIII and IX

RESPONSE:

None of the items listed above will be the responsibility of the vendor.

QUESTION:

We are looking for the formula (or other methodology) that the County will use to evaluate, rank, and assign scoring points to bidders' prices. For example, a formula commonly used in other correctional health care bid evaluations is as follows.

$$\begin{array}{l} \text{Lowest price of all proposals} \rule{1.5cm}{0.4pt} \quad \times \quad \# \\ \text{points possible for Price component} \quad = \quad \text{Price Score} \\ \text{Price of proposal being evaluated} \end{array}$$

RESPONSE:

The maximum points available low cost in this proposal is 20 points.

Points available after that are pro-rated as follows:

Low Cost/Next Low Cost x 20 = Available.

Example: If the following costs were submitted as follows.

Low Cost / Low Cost x 20 = Cost Points

$$\mathbf{\$100,000 / \$100,000 \times 20 = 20}$$

$$\mathbf{\$100,000 / \$200,000 \times 20 = 10}$$



$$\$100,000 / \$300,000 \times 20 = 6.60$$

QUESTION: How will the County assign scores and/or relative ranking to bidders' submitted prices?

RESPONSE: *Each proposal will be evaluated by a committee of five; and each evaluator will rate the proposal according to the responses to the evaluation criteria for that area.*

Evaluation Criteria	Weight
Certification of Staff and relative experience	25%
Performance record	20%
Clarity and quality of proposal	10%
Current workload	10%
Local preference	5%
Financial Stability	10%
Cost Proposal	20%
TOTAL POINTS	100%

QUESTION: Please indicate the order of precedence among the solicitation documents (e.g., the RFP, initial responses to questions, subsequent responses to questions, exhibits and attachments, etc.) so that in case of contradictory information among these materials, bidders know which of the conflicting data sets to use to create their narratives and calculate their prices.

RESPONSE: *Addendums are number 1 through 4. No subsequent action is required.*

QUESTION: Please confirm that the County is requiring zero (0) paper copies of bidders' proposal submission documents, but only electronic copies, on CD media in PDF format.

RESPONSE:

Number of Copies

Proposers shall submit one (1) original of the Technical Proposal and five (5) copies on CD media in PDF format. Proposers shall submit one (1) original of the Contract Compliance Exhibits with the Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope. Proposers shall submit one (1) original of the Financial Information with the Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope.

Proposers shall submit one (1) original and one (1) copy of the Cost Proposal in a separate sealed envelope.



ACKNOWLEDGEMENT OF ADDENDUM NO 5.

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 **April 14, 2010, 11:00 A.M.**

This is to acknowledge receipt of Addendum No. , _____ day of _____, 2010.

Legal Name of Bidder

Signature of Authorized Representative

Title

ACKNOWLEDGEMENT OF ADDENDUM NO 5.

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 **April 14, 2010, 11:00 A.M.**

This is to acknowledge receipt of Addendum No. , _____ day of _____, 2010.

Legal Name of Bidder

Signature of Authorized Representative

Title



FULTON COUNTY

People *Vision* *Neighborhoods*
Families

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

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

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 ("NCCCHC") 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.

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, 9th 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, 9th 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 ("NCCHC").

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: \$887,866.21¹

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: \$20,709.86²

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

¹ For the partial month of March, 2007, the amount due shall be \$866,258.83.

² For the partial month of March, 2007, the amount due shall be \$19,363.72.

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 (EMS)
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 Boudle
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,

Brian Richmond
Assistant Purchasing Agent

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, 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

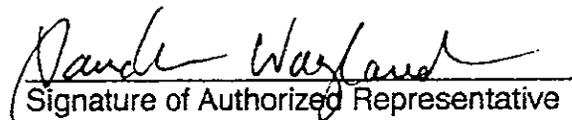
The due date has been extended until 11:00 A.M. Tuesday, November 7, 2006

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, 28th 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**

Item number	Expense category	Itemized expense category cost -\$-
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**

Item number	Expense category	Itemized expense category cost -\$-
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**

	Monthly	Annually
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 Supplie	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
Total	887,968.38	10,655,620.57

*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: [Signature]

County: DeKalb

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

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

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

Commission Expires: _____

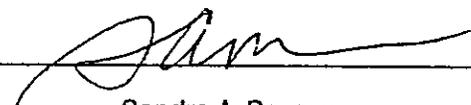
NOTE:

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.

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)

Procurement Affidavit Form 4
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 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.

Circle One:

YES

NO

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 28th day of October, 2006

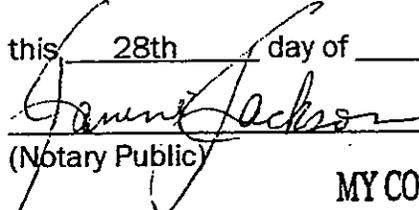
Sandra A. Baccus
(Legal Name of Proponent) (Date)


(Signature of Authorized Representative) (Date)

President
(Title)

Sworn to and subscribed before me,

this 28th day of October, 2006


(Notary Public) (Seal)

MY COMMISSION EXPIRES ON:

Commission Expires MARCH 29, 2009
(Date)

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 physical health and mental 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 physical health contract (due to expire December 31, 2006) and the jail inmate mental health contract (due to expire February 28, 2007).

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 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

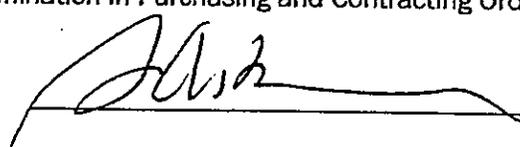
"Know all persons by these present, that I/we, (Sandra A. Baccus),
Name

(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
Male/Female												
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)												
TOTALS:			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: 10/28/06

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: Correctional Medical Associates, Inc.

ITB/RFP Number: 06RFP00016YB-BR

Project Name or Description of Work/Service(s): Inmate Physical Health Services

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):

All Aspects of Contract Except Dialysis Services - 96.3%

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: American Renal Care

ADDRESS: 1999 Parker Court, Suite B., Stone Mountain, GA 30087

PHONE: 678-344-6889

CONTACT PERSON: Jason LaCoste

ETHNIC GROUP*: 20% - AABE COUNTY CERTIFIED**

WORK TO BE PERFORMED: Dialysis Services

DOLLAR VALUE OF WORK: \$ 430,000 PERCENTAGE VALUE: 3.7 %

*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: (\$) 430,000

Total Percentage Value: (%) 3.7%

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: _____

American Renal Care

Address: _____

1999 Parker Court, Suite B, Stone Mountain, GA 30087

Telephone: (678) 344-6889

Fax Number: (678) 344-7779

Email Address: AmericanRenal@msn.com

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: Correctional Medical Associates, Inc.
(Name of Prime Contractor Firm)

From: American Renal Care
(Name of Subcontractor Firm)

ITB/RFP Number: 06RFP00016YB-BR

Project Name: Inmate Physical Health Services

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
Dialysis Services	To be determined by Fulton County Sheriff's Department		\$430,000.00

Correctional Medical Associates, Inc.
(Prime Bidder)

Signature [Signature]

Title President

Date October 28, 2006

American Renal Care
(Subcontractor)

Signature [Signature]

Title C.O.O

Date 10-27-06

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 06RFP00016YB-BR
(ITB/RFP Number)

Inmate Physical 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: 10-28-06

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

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 ourselves, we fully recognize the importance of having minority and women owned and/or operated business participation in business opportunities.

Correctional Medical Associates, Inc., 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 physicians and psychiatrists will continue through: Morehouse School of Medicine and Black Psychiatrists Association.

To ensure no lapse in service when the jail's x-ray machine is not working, we have back-up services provided by the company, A Portable X-ray, which is an African-American owned and operated company.

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.

Should the jail pursue its plan to include on-site dialysis. The company CMA has chosen to work with is a local business with African American ownership representing 20%.

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: 10-28-2006

Title: President

EXHIBIT H

**INSURANCE AND RISK
MANAGEMENT FORMS**

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID PS
CORRE-1

DATE (MM/DD/YYYY)
04/10/07

PRODUCER HealthPro Insurance, Inc. PO Box 2078 Buford GA 30515	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.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Correction Medical Assoc, Inc dba Comp. Medical Associates 3379 Peachtree Rd. NE #330 Atlanta GA 30326	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 ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	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"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP 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 EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> 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 STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER Prof Liability Claims Made	92RKB100531	04/01/07	04/01/08	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Retroactive Date: 4/1/2000

Group Aggregate: \$5,000,000

CERTIFICATE HOLDER

CANCELLATION

INFORMA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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 Sollers
---------	--

USE OF PREMISES

Contractor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials.

PROTECTION OF PROPERTY

Contractor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor/Vendor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor/Vendor's obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Contractor/Vendor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor/Vendor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

If the bid/quotation involves construction services Contractor/Vendor will be responsible fully for any and all damage to the work during the course of construction, until the point of Final acceptance by Fulton County.

FULTON COUNTY ACKNOWLEDGES THAT ALL PROVISIONS OF THIS INDEMNITY AGREEMENT MAY NOT BE APPLICABLE TO THE CONTRACTOR/VENDOR'S BUSINESS. TO THE EXTENT THAT CONTRACTOR/VENDOR MAY DEMONSTRATE SUCH NONAPPLICABILITY, FULTON COUNTY MAY NEGOTIATE AMENDMENTS TO THIS AGREEMENT AS THE CIRCUMSTANCES DICTATE.

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: Correctional Medical Associates, Inc. SIGNATURE: 
NAME: Sandra A. Baccus TITLE: President DATE: 10-28-06

SCHEDULE 1

**MINIMUM STAFFING LEVELS
OF CONTRACTOR**

**Fulton County Jail Staffing Plan with Costs
Effective March 3, 2007
2800 Inmates**

Position	FTE	Hrly Rate	Annual
Administrator - RN	1.00	50.00	104,000.00
Secretary/Transcriptionist	2.50	17.00	88,400.00
Medical Director	1.00	110.00	228,800.00
Staff Physician	3.00	70.00	436,800.00
Physician's Assistant/NP's	6.00	39.00	486,720.00
Dental Director	0.80	55.00	91,520.00
Dentist	1.15	48.00	114,816.00
Dental Assistant	2.00	15.00	62,400.00
Director of Nursing	1.00	40.00	83,200.00
Assistant Director of Nursing	-	32.00	-
Registered Nurse	15.80	24.00	788,736.00
Licensed Practical Nurse	35.15	16.00	1,169,792.00
Medical Assistant	10.00	12.00	249,600.00
Chief Physician	1.00	80.00	166,400.00
Nursing Supervisor	3.00	28.00	174,720.00
Pharmacist	0.20	60.00	24,960.00
Medical Records Administrator	1.00	25.00	52,000.00
Medical Records Clerks	8.00	11.00	183,040.00
Lab Technician	1.00	15.00	31,200.00
Radiologist	0.40	100.00	83,200.00
Registered X-ray Technician	1.00	24.00	49,920.00
X-ray Technician Assistant	1.00	16.00	33,280.00
Outpatient Referral/Diets Clerk	1.00	16.00	33,280.00
HIV Coordinator PA/NP	1.00	40.00	83,200.00
Infectious Disease Specialist (MD)	0.20	130.00	54,080.00
Infectious Disease Nurse (RN)	1.00	28.00	58,240.00
Infectious Disease Coordinator	1.00	28.00	58,240.00
Orthopedist	-	150.00	-
Informational Officer	1.00	19.00	39,520.00
Intake Coordinator (RN)	1.00	27.00	58,160.00
CQI Coordinator	1.00	25.00	52,000.00
TB Nurse (LPN)	1.40	16.00	46,592.00
	104.60		5,184,816.00

**Alpharetta Jail Annex Staffing Plan with Costs
Effective March 3, 2007**

<u>Position</u>	<u>Hrs/Wk</u>	<u>Hrly Rate</u>
Staff Physician	4 hrs/wk	\$150.00/hr
Physician's Assistant/Nurse Practitioner	18 hrs/wk	62.40/hr
Licensed Practical Nurse (LPN)	80 hrs/wk	23.20/hr

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID B9 CORRE-1	DATE (MM/DD/YYYY) 04/30/07
PRODUCER HealthPro Insurance, Inc. PO Box 2078 Buford GA 30515		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	
INSURED Correction Medical Assoc, Inc dba Comp. Medical Associates 3379 Peachtree Rd. NE #330 Atlanta GA 30326		INSURERS AFFORDING COVERAGE	NAIC # 20079
		INSURER A: National Fire & Marine	
		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.

MARK ADD'L LTR INDR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP 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 <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<input type="checkbox"/> WC STAT- TORY LIMITS <input type="checkbox"/> OTH- ER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL 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: \$5,000,000

CERTIFICATE HOLDER Fulton County Government Dept of Purchasing & Contract Compliance 130 Peachtree St. SW Atlanta GA 30303	CANCELLATION 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 CAN BE USED TO DO SO IN ALL NOTICE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Brandon Sollers
---	--

APR. 24. 2007 3:48PM

BROWN & BROWN INSURANCE

NO. 435 P. 2

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR AE
COMER-1

DATE (MM/DD/YYYY)
04/24/07

PRODUCER

Brown & Brown Insurance
P. O. Box 1906
Rome GA 30162-1906
Phone: 706-251-4000 Fax: 706-291-9771

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.

INSURED

Comprehensive Medical Associat
1375 Peachtree Road NW Ste 330
Atlanta GA 30326

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A:	Compass & Specialty Ins. Co.
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.

TYPE OF COV. / LTR. INSTR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				COVERAGE TO RENTED PREMISES (EA OCCUR) \$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any amt covered) \$
					PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$
	RENTAL AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/CP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (EA ACCIDENT) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
	UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	NCE972999	12/23/06	12/23/07	EL EACH ACCIDENT \$ 500000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED				EL DISEASE - EA EMPLOYEE \$ 500000
	If yes, describe under SPECIAL PROVISIONS below				EL DISEASE - POLICY LIMIT \$ 500000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS AFFORDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Fulton County Government
Dept- Purchasing & Contract
Compliance
130 Peachtree St SW Ste 1168
Atlanta GA 30303

CANCELLATION

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 IN THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

DATE: _____

NOTICE TO THE CERTIFICATE HOLDER NAMED IN THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

REPRESENTATIVE:

AUTHORIZED REPRESENTATIVE

Frank A. Brown, Jr.

10/30/06 10:02 FAX 404 990 1920

FRANKS & ASSOC.

0001/001

CORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/30/2006

INSURER
 Franks & Associates Insurance Agency
 Box 490008
 1 Old National Highway
 390 Park GA 30349
ED COMPREHENSIVE MEDICAL ASSOCIATES
 3379 Peachtree Rd., NW, Ste. 33
 Atlanta, GA 30328

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.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: HARLEYSVILLE INSURANCE	
INSURER B: CNA SURETY	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGE

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 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.

DDP/1990	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-TEST <input type="checkbox"/> LOG	BO 1E6455	02/10/2006	02/10/2007	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP ACC \$ 2,000,000 CONTENTS 75,000
	<input type="checkbox"/> 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 (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA AGG \$ AGG \$
	<input type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	BEC 1E6456	10/30/2006	10/30/2007	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<input type="checkbox"/> WC STATL <input type="checkbox"/> OTH-ER <input type="checkbox"/> EACH ACCIDENT \$ <input type="checkbox"/> E.L. DISEASE - EA EMPLOYEE \$ <input type="checkbox"/> E.L. DISEASE - POLICY LIMIT \$
	EMPLOYEE DISHONESTY BON	67097895	10/30/2006	10/30/2007	\$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER _____ **CANCELLATION** _____

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