



Fulton County, GA

Department of Purchasing & Contract Compliance

May 4, 2015

**Re: 15RFP001B-BR
Inmate Medical Services**

Dear Proposers:

Attached is one (1) copy of Addendum 5, hereby made a part of the above referenced 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

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



**15RFP001B-BR Inmate Medical Services
Addendum No. 5**

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

1. **Question:** The County has asked that "Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least 30 days prior written notice to Fulton County Government." We would ask the County to change this requirement as the Acord 25 Form, issued since 2009, no longer includes this language. We would propose that the County require notification be provided from the Contractor (Insured).
Answer: The vendor is correct. See the new insurance requirements attached.
2. **Question:** Does the U.S. District Court, Northern District of Georgia's recent ruling in Harper v. Bennett, Case No. 1:04-CV-01416-TWT, to grant the Defendant's Motion to Terminate Prospective Relief (and lift obligations of Fulton County in the Harper Federal Consent Order), in any way affect this RFP or the Proposer's obligations outlined in this Section of the RFP?
Answer: No, the decision to terminate the Consent Order does not affect the RFP or the obligations outlined in the RFP.
3. **Question:** Will the County allow trained LPNs following approved nursing protocols meeting NCCHC standards to evaluate patients? **Answer:** LPNs will be allowed to evaluate patients within the scope of practice of their state license. As it applies to Inmate Request Forms, the medication distribution is done by LPNs and the LPNs collect and evaluate the requests using protocols.
4. **Question:** What is the County's expectation for the type of conditions/cases to be included in the Internal Medicine Clinic? **Answer:** The expectation is that the internal medicine specialist will treat all things from hepatitis to cancer, in other words, a general practitioner like a family doctor.
5. **Question:** Will the County allow the Intake Coordinator position to be a trained LPN? **Answer:** Yes.
6. **Question:** In paragraph C, what is meant by "describing clinical symptoms?" **Answer:** An indication of a disorder or disease, like pain, nausea or weakness.
7. **Question:** In paragraph D, what is meant by "critical medications?" **Answer:** All drugs in the formulary with the exception of over-the-counter drugs.
8. **Question:** The staffing plan provided in the RFP does not include re-entry or discharge planning positions. Please describe the County's expectations for the Service Provider's role in the discharge/re-entry program. **Answer:** The selected vendor is expected to perform discharge planning in accordance with NCCHC standards.

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9. **Question:** What specialties or services are utilizing telemedicine? **Answer:** Mental Health and Infectious Disease.
10. **Question:** Does the county provide bandwidth speeds of at least 1.5Mbps to support EMR, eMAR and telemedicine? **Answer:** Any resources needed to support the EMR, eMAR and Telemedicine must be paid for and provided by the selected vendor. The current EMR is Correctech.
11. **Question:** Is the medical provider responsible for all dialysis care? For example the solution, nephrologist and labs? **Answer:** Yes, all aspects of providing the service.
12. **Question:** Will the medical provider be responsible for all inmates at the Union City jail or a specific number of beds? **Answer:** The provider will be responsible for all inmates in the Union City Jail/Annex.
13. **Question:** What is the average number of chronic care patients in 2014 with hypertension, diabetes, mental health and HIV? **Answer:** :
- HIV patients, 1,921
 - Hypertension patients, 2,050
 - Diabetes patients, 1,000
 - Mental health patients, 80% of the total population
15. **Question:** How many patients received medications in 2014? **Answer:** 52% of inmate population
16. **Question:** What was the total cost for medications in 2014? **Answer:** This information is retained by the current vendor who is responsible for the payment of all medications.
17. **Question:** What is the total cost for psychotropic medications in 2014? **Answer:** This information is retained by the current vendor who is responsible for the payment of all medications.
18. **Question:** What is the total cost for HV medications in 2014? **Answer:** This information is retained by the current vendor who is responsible for the payment of all medications.
19. **Question:** What is the total cost for Hepatitis C medications in 2014? **Answer:** This information is retained by the current vendor who is responsible for the payment of all medications.
20. **Question:** The RFP minimum staffing of 151.15 FTEs is approximately 22 FTEs more than the existing contract. Could the County elaborate on the changes in the scope of service from the current program that necessitates the additional staffing? **Answer:** Additional staff necessary to provide adequate services to Union City Annex.
21. **Question:** Do any current systems interface with the JMS? **Answer:** Yes, commissary.

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22. **Question:** The RFP page 2-7; 2.13 Responsibility of Proposer specifies that we be reminded of the Fulton County "No Contact During Procurement" policy. Does this extend to community providers who may be county employees (such as the Health Department)? **Answer:** No, it does not. But you cannot discuss this project.

23 . **Question:** Please clarify the staffing in place at the Main Jail Marietta Annex, the North Annex Jail and the South Annex Jail. Is 24 hour staffing on site at each? **Answer:** Staffing at all sites is 24-7 with the exception of the Marietta Annex. Marietta Annex is treated like a housing unit. Sickcall and medication distribution are the only services provided.

24. **Question:** What services are provided at the three Annex Facilities? **Answer:** Intake screening is provided at Union City and Alpharetta Annexes. Sick call and medication distribution is provided at all annexes.

25. **Question:** How many intakes are done at Union City Annex? **Answer:** 426 per month in 2014

26. **Question:** Please clarify what specialty clinics are currently conducted on site and the frequency and number of hours. **Answer:** Dialysis is available depending upon inmate in need of treatment. Infectious Disease is available daily (Monday thru Friday). Ob/Gyn is available daily (Monday thru Friday).

27. **Question:** Can we get the standard monthly health services utilization statistics for the past two years that, at a minimum, identifies the following per month by facility:

- Number of intakes per facility
- Number of patients seen in sick call (MD, NP, RN, MH, dental)
- Number of H&P's conducted
- Number of PPD planted & number PPD read; number of positive PPD's
- Number of ER trips
- Number of ER admissions
- Number and type of scheduled off-site specialty referrals to include:
 1. Specialty visits by type
 2. Ultrasounds
 3. Sonograms
- Number of admissions and number of days patients in hospital
- Number of HIV patients on anti-viral medications
- Number of dialysis treatments
- Number of patients on medication
- Number of patients on psychotropic medications
- Number of pregnant women; number of deliveries
- Number of xrays taken on site (all types)
- Number of chest xrays for positive PPD's

Answer: One year of statistics are available and have been sent in a previous addendum.

28. **Question:** Please provide the name and contact information for the specialty providers who come on-site to provide services.

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Answer: That information is not available to be distributed because the specialists are under contract to the current vendor. The proposes will have to develop their own contacts.

29. **Question:** Can current staff salaries be provided? **Answer:** No. The current vendor retains that information.
30. **Question:** What is the name of the EMR currently in use? **Answer:** Correctech
31. **Question:** Is there an EMAR component to the electronic medical record? **Answer:** Yes.
32. **Question:** What is the current JMS? **Answer:** It is called Odyssey.
33. **Question:** Section 3; page 3-13; 8c – please provide the annual quantity of Tuberculin skin testing and Hep B vaccination series provided annually to Fulton County Jail staff?
Answer: Currently, none.
34. **Question:** What is the name of the JMS in use in the jail? **Answer:** Odyssey
35. **Question:** What services are currently being provided via telehealth?
Answer: Mental Health and Infectious Disease collaboration with the Fulton County Health Department.
36. **Question:** Did the County pay for the computers and network equipment in place today?
Answer: No.
37. **Question:** Who employs the radiology technician?
Answer: The vendor
38. **Question:** Can you please provide the annual number of occurrences for each of the past three years for:
- Prosthetics
 - Eyeglasses
 - Orthopedic Devices
 - Hearing Aids
 - Braces
 - Special Shoes
 - Dentures
- Answer:** This information is not collected.
39. **Question:** Does the County provide the ISP? **Answer:** What does this an acronym stand for?
40. **Question:** Can we continue to use the current EMR 30/60/90/180 days after startup?
Answer: No.

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The undersigned proposer acknowledges receipt of this addendum by returning one (1) copy of this form with the proposal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30303 by the RFP due date and time of Tuesday, May 12, 2015, **11:00 A.M.**

This is to acknowledge receipt of Addendum No. 5, _____ day of _____, 2015.

Legal Name of Bidder

Signature of Authorized Representative

Title

Insurance and Risk Management Provisions In-mate Medical Services

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Providers. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.

Evidence of insurance must be provided to Fulton County Government prior to the start of any activities/services as described in the Contract document(s). Any and all Insurance Coverage(s) s required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Contractor/Provider shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$500,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$500,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations)General Aggregate		\$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$100,000

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits	Each Occurrence	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).		

4. UMBRELLA LIABILITY

(In excess of above noted coverages)	Each Occurrence	\$1,000,000
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5. PROFESSIONAL LIABILITY
(Medical Malpractice)

Per Claim/Aggregate \$5,000,000/\$5,000,000

Professional Liability (Medical Malpractice) to be scheduled as underlying coverage, in addition to General Liability, Auto Liability and Employers Liability.

General Liability and Professional Liability (Medical Malpractice) and Umbrella coverage provided on a Claims-made basis, must be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any reason during this three (3) year term, Vendor must purchase and evidence full Extended Reporting Period (ERP) coverage.

Certificates of Insurance

Contractor/Vendor shall provide Cancellation Endorsement evidencing 30 days' Notice of Cancellation for the aforementioned coverages. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation and Professional Liability) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Contract.

The Contractor agrees to name Fulton County as an additional insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85, its' equivalent or on a blanket basis. This insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Such certificates and notices **must** identify the "Certificate Holder" as follows:

Fulton County Government – Purchasing and Contract Compliance Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

IMPORTANT:

It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

USE OF PREMISES

Contractor/Vendor 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/Vendor 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/Vendor 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/Vendor 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.

THE RESPONDENT ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____

DATE: _____