



Fulton County, GA

Department of Purchasing & Contract Compliance

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

April 2, 2010

Re: **10RFP72504YC-BL, Inmate Mental Healthcare Services**

Dear Proposers:

Attached is one (1) copy of Addendum 3, hereby made a part of the above referenced 10RFP72504YC-BL, Inmate Mental Healthcare Services.

Except as provided herein, all terms and conditions in the **110RFP72504YC-BL, Inmate Mental 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:

QUESTIONS

QUESTION: Does Fulton expect the mental health nurses to pass out mental health medications 24/7 for the entire jail? Do these nurses also staff the mental health unit?

RESPONSE: *Yes, the mental health nurses are expected to pass medications on the mental health infirmary , chronic mental health unit (3 North floor) and the chronic physical health unit (3 South floor). Medication is passed twice daily unless ordered otherwise by the Psychiatrist.*

QUESTION: Please provide a copy of the current contract including any amendments or revisions for mental health services between Fulton County and the current mental health vendor.

RESPONSE: *Contract document attached.*

QUESTION: Please provide any data or reports that reflect the mental health caseload statistics over the past 12 months. If such reports are not available, what is the current number of inmates on the mental health caseload?

RESPONSE: *Response follows*

2009 Mental Health Workload Report
 Darin Williams, RN, Infirmiry/Mental Health Supervisor

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Avg
Mental Health Contacts	1,895	1,628	1,755	1,759	1,610	1,730	2,034	1,688	1,675	1,512	1,462	1,341	20,089	1674.08
MD/Providers	734	693	646	673	648	608	888	664	622	541	498	368	7,993	690.25
LCSW	183	194	208	213	191	277	240	181	200	167	205	191	2,490	204.17
MHA	978	741	901	873	761	845	906	843	853	804	759	812	10,074	839.90
Initial Assessments	442	304	453	479	387	531	480	457	480	472	377	352	14,124	434.50
MD/Providers	182	132	161	202	158	244	186	204	195	211	162	107	2,344	187.5
LCSW**	14	15	14	5	1	20	16	14	16	7	8	10	137	11.9
MHA	246	157	281	272	228	267	278	239	269	254	207	235	2,933	249.1
Ongoing Care/Active Caseload	1,451	1,312	1,302	1,280	1,223	1,199	1,554	1,231	1,195	1,040	1,085	989	14,891	1240.92
MD/Providers	552	561	485	471	500	364	702	460	427	330	336	231	5,419	485.2
LCSW	169	197	197	208	190	257	224	167	184	160	197	181	2,331	195.3
MHA	730	554	620	601	533	578	628	604	564	550	552	577	7,141	601.2
Discharges from Caseload/PRNs	69	74	93	109	79	64	97	67	84	74	69	70	949	81
Referrals	61	8	10	7	11	7	9	8	8	5	7	8	94	7.9
1013 to Grady	1	4	5	1	2	3	1	1	1	1	1	3	24	2
1013 to Grady (Labs Only)	1	1	3	1	4	3	3	4	2	2	3	3	29	2.4
Georgia Regional Hospital	5	3	2	5	5	1	5	4	5	2	4	2	43	3.7
Readmits (within 6 months)	49	47	66	61	59	73	51	64	71	78	68	61	748	62.333
Legend							BOU Role							
Mental Health Contacts	All forms of patient contact seen						Monthly provider status sheet							
Initial Assessments	Self-reporting						Monthly provider status sheet							
Ongoing Care/Active Caseload	Any patient in addition to initial assessment (calculated)						Formula: (OH Contacts) - (Initial Assn)							
Discharges from Caseload/PRNs	Self-reporting						Monthly provider status sheet							
Referrals	Self-reporting						Monthly provider status sheet							
Readmits (within 6 months)	Self-reporting						Monthly provider status sheet							

QUESTION: Is the Atlanta City Detention Center being transferred to the authority of Fulton County; and if so, when will this transfer take place and how will it impact the mental health vendor?

RESPONSE: *That information is not available at this time.*

QUESTION: NCCHC Accreditation: Is the mental health vendor responsible for payment of the accreditation and the survey?

RESPONSE: *The physical health vendor is responsible for the payment and the mental health vendor is responsible for the standards that apply to mental health.*

QUESTION: Is the Fulton County Jail currently accredited? If so, by what organization (ACA, NCCHC, and/or CALEA)? When was the last survey date for each accreditation?

RESPONSE: *The jail is accredited by all three and they are all due for re-accreditation. NCCHC is due this year.*

QUESTION: Utilization Management, page 23: The RFP references referrals for off-site outpatient services, and as such, appears tailored to a medical vendor. Please clarify the applicability of this section to a mental health vendor.

RESPONSE: *The mental vendor is responsible for referral to the state mental health facilities and referral to Grady Hospital for acute psychiatric services.*

QUESTION: Please provide a description of the current system of identifying inmates classified with moderate to severe mental health conditions.

RESPONSE: *Classification is determined by the Chief of Psychiatrist.*

QUESTION: Please describe any special housing units used for inmates with a mental illness. Include the capacity and the average daily census of such units as well as any minimum staffing requirements.

RESPONSE: *Three regular housing units with 36 beds each. Usually full to capacity.*

QUESTION: Please provide a copy of the current staffing plan and work schedules for mental health staff, including any vacancies.

RESPONSE: *Staffing plan included in RFP.*

QUESTION: Please provide copies of any monthly operations reports for the mental health program.

RESPONSE: *Response follows*

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QUESTION: Pharmacy Requirements, Section 11, page 27: This section of the RFP indicates the mental health vendor will be responsible for providing a wide variety of pharmacy services, including the provision of pharmacists, inventory control, dispensing and disposal of medications, and the provision of a computerized pharmacy system. However, the minimum staffing requirement in the minimum staffing plan on page 32 does not include any pharmacy positions. Is it the County's expectation that the mental health vendor operate a pharmacy service that is completely separate from that of the medical vendor? Please provide a copy of the current formulary.

RESPONSE: *Pharmacy Services will be provided by the Medical/Physical health vendor.*

QUESTION: Please provide medication utilization and cost reports for the most recent quarter and previous 12 months.

RESPONSE: *Workload and formulary are available:*

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Referrals	Self-reporting						Monthly provider status/checked							
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Below is a copy of the current formulary for the jail:

Acne Medication

Generic Name	Brand Name	Strength/Size
Clindamycin topical Solution	Cleocin	1% (60ml)

Agents for Gout

Generic Name	Brand Name	Strength/Size
Allopurinol	Zyloprim	100mg, 300mg tab
Colchicine	Colchicine	0.6mg tab

Agents for Migraine

Generic Name	Brand Name	Strength/Size
Isometheptene/ Dichlorphenazone/ Acetaminophen	Midrin (Controlled Substance)	65MG/100MG/325MG CAP



Agents for Withdrawal

Generic Name	Brand Name	Strength/Size
Chlordiazepoxide	Librium (Controlled Substance)	25mg cap

Analgesics

Generic Name	Brand Name	Strength/Size
Acetaminophen XTRA STRENGTH	Tylenol	500mg tab (MAX FOUR (4)GM/DAY)
Acetaminophen/ Codiene	Tylenol #3 (Controlled Substance)	300mg/30mg tab
Aspirin Enteric Coated and Plain)	Ecotrin (coated) Bayer (Plain)	81mg, 325mg tab
Ibuprofen	Motrin	400mg, 600mg,800mg tab
Nortriptyline	Pamelor	10mg, 25mg
Naproxen	Naprosyn	500mg tab
Acetaminophen/ Phenyltoloxamine	Percogesic	325mg/30mg tab
Ketoralac	Toradol	30mg/ml injection available as sign out in the clinic***
Tramadol	Ultram	50mg tablet available for short term acute pain .Can be prescribed for a maximum of 14 days.***

Anesthetics-Local

Generic Name	Brand Name	Strength/Size
Lidocaine	Xylocaine	2% (20mg/ml) injection

Anorectal Preparations

Generic Name	Brand Name	Strength/Size
Dibucaine	Nupercainal	1% ointment 30gm
Hemorrhoidal HC	Anusol HC	25mg suppository

Anticholinergics

Generic Name	Brand Name	Strength/Size
Metoclopramide	Reglan	10mg tab

Anticoagulants/anti-platelet

Generic Name	Brand Name	Strength/Size
Clopidogrel	Plavix	75mg-pt specific
Enoxaparin ***HIGH ALERT MED***	Lovenox	30mg/ml, 60mg/ml 100 mg/ml box of 10 (5dy supply) kept on the clinic cart when pharmacy is not open. All other strengths Non- Formulary
Warfarin -**HIGH ALERT MED***	Coumadin	2mg, 5mg, 10mg pt specific

Anticonvulsants

Generic Name	Brand Name	Strength/Size
Lorazepam	Ativan	2mg/ml injection
Carbamazepine	Tegretol	100mg Chewable, 200mg tab
Clonazepam	Klonopin-Controlled Substance	0.5,1,2mg tab (providers please note: for seizures only!!!!)MAY only be prescribed by a psychiatrist
Divalproex sod delay rel	Depakote Plain	250mg, 500mg
Divalproex Sodium ER	Depakote ER	250mg, 500mg
Gabapentin	Neurontin	300,400m, 600mg
Lamotrigine	Lamictal	25,100mg
Levetiracetam	Keppra	250, 500 mg
Phenobarbital	Phenobarbitol- Controlled Substance	30mg (=32.4mg)
Phenytoin Sodium	Dilantin	100mg cap
Topiramate	Topamax	25mg ,100mg

Antihypertensive-Diurectics

Generic Name	Brand Name	Strength/Size
Furosemide	Lasix	20mg ,(10mg/ml) injection
Hydrochlorothiazide	HydroDiuril	12.5mg ,25mg tab
Spirolactone	Aladatone	25mg tab
Triamterene/ Hydrochlorothiazide	Maxzide	37.5/25mg, 75/50 mg tab

Antihypertensive-ACE Inhibitors/arb

Generic Name	Brand Name	Strength/Size
Captopril	Capoten	25mg tab
Losartan	Cozaar	25mg, 50mg
Lisinopril	Prinivil, Zestril	10mg ,20mg tab

Antihypertensive Beta- Blockers

Generic Name	Brand Name	Strength/Size
Atenolol	Tenormin	25mg ,50mg tabs
Carvedilol	Coreg	3.125mg, 6.25mg, 12.5mg. 15mg
Propranolol	Inderal	20mg

Antihypertensives-Calcium Channel Blockers

Generic Name	Brand Name	Strength/Size
Amlodipine	Norvasc	5mg, 10m
Diltiazem ER	Cardizem	120mg , 240mg cap
Nifedipine ER	Procardia	30mg, 60mg
Verapamil	Calan, Isoptin,SR	120mg plain 180mg ,240 mg ER

Antihypertensives-Vasodilators

Generic Name	Brand Name	Strength/Size
Hydralazine	Apresoline	25mg tab
Isosorbide Mononitrate	Imdur, Ismo	20mg ,30mg tab

Antihypertensives- Central Acting Agents (Anticholinergic)

Generic Name	Brand Name	Strength/Size
Clonidine	Catapres	0.1,0.2,0.3 mg/tab

Clonidine	Catapres	0.1,0.2,0.3mg/day TTS patch
Terazosin	Hytrin	1mg, 2mg, 5mg

Antitussive Agents

Generic Name	Brand Name	Strength/Size
Benzonatate	Tessalon Perles	100mg
Guaifenesin/Dextromethorphan	Robitussin DM	100mg/10mg per 5ml

Antidiabetic Agent

Generic Name	Brand Name	Strength/Size
Glipizide	Glucotrol	5mg, 10mg
Glyburide	Diabeta	5mg
Insulin	(humulin) Regular, NPH, 70/30; Lantus	10ml vials
Humalog	Insulin lispro	10ml vials
Metformin	Glucophage	500mg
Pioglitazone	ACTOS	15mg, 30mg tab

Antidiarrheal Agents

Generic Name	Brand Name	Strength/Size
Bismuth Subsalicylate	Pepto-Bismol	Oral Suspension
Diphenoxylate/ Atropine	Lomotil-Controlled Subs.	2.5/0.025mg tab
Loperamide	Immodium	2mg cap

Antidotes/ Emergency Agents

Generic Name	Brand Name	Strength/Size
Charcoal	Activated Charcoal	Solution
Epinephrine	Adrenalin	1:1000 injection (30ml)
Heparin Solution	Heparin	5000u/ml injection
Ipecac	Ipecac	30ml syrup
Ammonia	Ammonia	Inhalant
Dextrose	Glucagon kit	1mg (1 unit)
Naloxone	Narcan	0.4mg/ml injection
Phytonadione	Vitamin K	10mg/ml injection

Antimetics/ Antivertigo

Generic Name	Brand Name	Strength/Size
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Meclizine	Antivert	25mg
Promethazine	Phenergan	25mg tab, 25mg injection

Antifungal Agents (Systemic)

Generic Name	Brand Name	Strength/Size
Fluconazole	Diflucan	200mg tab
Clotrimazole	Mycelex	10mg troche
Nystatin	Mycostatin	100,000 units/ml susp
Terbinafine	Lamisil	250mg

Antihistamines/ Decongestants

Generic Name	Brand Name	Strength/Size
Chlorpheniramine	Chlor-Trimeton	4mg tab
Diphenhydramine	Benadryl	25, 50mg cap 50mg/ml injection Oral solution
Normal Saline	Ocean	0.65% Nasal Spray

Antihyperlipidemic Agents

Generic Name	Brand Name	Strength/Size
Gemfibrozil	Lopid	600mg tab
Niacin ER	Niaspan	500mg capsule
Pravastatin	Pravachol	20mg, 40mg
Simvastatin	Zocor	10mg, 20mg

Cardiovascular

Generic Name	Brand Name	Strength/Size
Amiodarone	Cordarone	200mg tab
Clonidine	Catapres TTS patch and tabs	0.1mg, 0.2mg, 0.3mg
Digoxin	Lanoxin	0.125mg, 0.25mg tab
Nitroglycerin	Nitro-dur	0.2, 0.4mg
Nitroglycerin	Nitrostat, NitroQuick	1/150gr (0.4MG) SIBL. tAB

Anti-Infectives

Generic Name	Brand Name	Strength/Size
Amoxicillin	Amoxil	500mg cap
Amoxicillin/Clavulanate	Aumentin	500mg/125mg tab
Azithromycin	Zithromax	250mg, 600mg
Ceftriaxone	Rocephin	250mg, 500mg

Cefuroxime	Ceftin	500mg tab
Cephalexin	Keflex	500mg tab
Ciprofloxin	Cipro	500mg tab
Clindamycin	Cleocin	150mg tab
Dapsone	Dapsone	100mg tab
Doxycycline	Vibramycin	100mg tab
Erythromycin	Erytab	500mg tab
Ethambutol	Myambutol	400mg tab
Isoniazid	Isoniazid (INH)	300mg tab
Metronidazole	Flagyl	500mg tab
Nitrofurantoin	Macrobid	100mg cap
Penicillin	Pen VK	500mg tab
Penicillin G. Benzathine	Bicillin LA	2.4 mu/ml injection 1.2 MU (dental)
Pyrazinamide	PZA	500mg tab
Rifampin	Rifadin	300mg tab
Trimethoprim/ Sulfamethoxazole	Bactrim DS	160mg/800mg tab
Tetracycline	Sumycin	500mg cap

Antiseborrheic (Topical)

Generic Name	Brand Name	Strength/Size
Coal Tar	Zetar	1% shampoo 1 bottle/6mos
Selenium Sulfide	Selsun	Lotion 2.5% 1 bottle/2mos (120ml)

Antivirals (Miscellaneous)

Generic Name	Brand Name	Strength/Size
Acyclovir	Zovirax	400mg,800mg tab

Burn Preparations

Generic Name	Brand Name	Strength/Size
Silver Sulfadiazine	Silvadene	50gm

Diagnostic Biologicals

Generic Name	Brand Name	Strength/Size
Purified Protein Derivative	Tuberculin	50 TU MDV

Gastrointestinal Agents/H2 Antagonist/PPI's

Generic Name	Brand Name	Strength/Size
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Aluminum Hydroxide/ Magnesium/ Simethicone	Maalox	standard
Famotidine	Pepcid	20mg tab
Pancrealipase	Pancrease	8,000 unit tab
Pantoprazole	Protonix	40mg tab
Ranitidine	Zantac	150mg tab

Hematological Agents

Generic Name	Brand Name	Strength/Size
Ferrous Sulfate	Feosol	325mg tab
Folic Acid	Folate	1mg tab
Thiamine	Thiamine (Vitamin B1)	100mg tab

Hormones/ Adrenal Cortical Steroids

Generic Name	Brand Name	Strength/Size
Conjugated Estrogens	Premarin	All strengths pt specific only ordered from diamond
Dexamethasone	Decadron	40mg/ml (5ml) vials
Levothyroxine	Levothroid , Levoxyl	All strengths ordered from diamond –pt specific
Medroxyprogesterone	Provera	10mg-pt specific from Diamond
Methylprednisolone	Medrol	4mg dose pack
Prednisone	Deltasone	5,10,20mg tab
Prophylthiouracil	PTU	50mg tab
Methylprednisolone	Solu- Medrol	125mg injection

Keratolytics

Generic Name	Brand Name	Strength/Size
Podophyllin benzoin Note: To be applied only provider. Not to be given to patient	Podocon-25	25% liquid (15ml)

Laxitives/ Stool Softeners

Generic Name	Brand Name	Strength/Size
Bisacodyl	Dulcolax	5mg tab
Docusate Sodium	Colace	100mg cap
Magnesium Citrate	Citroma	300ml
Magnesium Hydroxide	Milk of Magnesia	400mg/5ml suspension
Sodium Phosphate	Fleet enema	standard

Lactulose	Chronulac	10gm/15ml oral solution
Golightly	Golightly	4 liter bottle
Psyllium pkts	Metamucil	Individual pkts

Nutritional Products

	Brand Name	Strength/Size
Calcium Carbonate	Os-Cal 500	500mg tab
Multivitamin	Theragran	Multiple Ingredients/multiple vendors
Potassium Chloride	Klor-Con	600mg (8meq), 750mg (10meq) tab
Prenatal Vitamins	Several Brands	Multiple ingredients/multiple vendor
Pyridoxine	Vitamin B6	50mg tab
Thiamine	Vitamin B1	100mg tab
Calcium Acetate	Phoslo	667mg tab/cap
Sevelamer	Renagel	400mg ,800 mg tab

Otic Preparations

Generic Name	Brand Name	Strength/Size
Benzocaine/ Antipyrine	Auralgan	10ml solution
Carbamide Peroxide	Debrox	6.5% solution
Polymyxin/ Neomycin/ Hydrocortisone	Cortisporin Otic	10000 units/3.5mg/10mg (10ml)

Ophthalmic Agents

Generic Name	Brand Name	Strength/Size
Artificial Tears	Hypotears	Solution
Brimonidine	Robitussin DM	0.2%
Brinzolamide	Azopt	1% solution
Dorzolomide	Trusopt	2% solution
Erythromycin	Ilotycin	0.5% oint. (3.5gm)
Gentamicin	Garamycin	0.3% solution, oint
Homotropine	Isopto Homatropine	5% solution
Latanoprost	Xalatan	0.005% solution
Levobunolol	Betagan	0.5% solution
Neomycin/Polymyxin/ Bacitracin	Neosporin oph	Ointment (3.5gm)
Neomycin/ Polymyxin/ Gramicidin	Neosporin oph	Solution

Neomycin/Polymyxin/ Hydrocortisone	Cortisporin oph	Solution
Pilocarpine	Pilocar	1%
Prednisolone Acetate	Pred Forte	1% solution
Sodium Sulfacetamide	Sulamyd	10% solution, oint.
Timolol Maleate	Timoptic	0.5% solution

Dentist Antiseptics/Analgesics/ Preparations- ONLY CAN BE PRESCRIBED BY DENTIST

Generic Name	Brand Name	Strength/Size
Chlorhexidine Gluconate	Peridex	0.12% oral rinse-only dental can order
Lidocaine	Xylocaine	2% (100ml) only dental can order
Triamcinolone	Kenalog in Orabase	0.01% oral paste- only dental can order

Respiratory Products

Generic Name	Brand Name	Strength/Size
ADVAIR HFA Inhaler	Fluticasone/salmeterol	45/21, 115/21
Albuterol	Proventil, Ventolin	0.083% inhalant solution
Albuterol	Proventil, Ventolin	17gm Inhaler
Ipratropium Bromide	Atrovent	14.7gm Inhaler
Montelukast	Singular (Note: This is restricted for moderate to severe asthma)	10mg tab
Theophylline	Theo-Dur	300mg tab
Triamcinolone	Azmacort	Inhaler

Scabies/ Lice

Generic Name	Brand Name	Strength/Size
Permethrin	Elimite	5% 30gm
Piperonyl Butoxide/ Pyrethrins	RID	Shampoo

Skeletal Muscle Relaxants

Generic Name	Brand Name	Strength/Size
Methocarbamol	Robaxin	750mg tab

Topical Antibiotics

Generic Name	Brand Name	Strength/Size
Clindamycin topical	Cleocin topical	1% 60ml

Polymycin-B/ Neomycin/ Bacitracin	Triple Antibiotic	Small pkts from central supply-no more kop 30gm tubes***
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Topical Antifungal Agents

Generic Name	Brand Name	Strength/Size
Nystatin /Triamcinolone	Mycolog	100,000units per mg/0.1% cream. **** May only be prescribed for CO1 patients! *****
Miconazole	Micatin	2% cream/ 30gm only
Tolnaftate	Tinactin	1% cream/ 30mg only

Topical Antipruritic

Generic Name	Brand Name	Strength/Size
Hydroxyzine	ATARAX	25mg
Calamine	N/A	120ml lotion

Topical Corticosteroids

Generic Name	Brand Name	Strength/Size
Hydrocortisone	Cream or oint interchangeable	1% 30gm
Triamcinolone	Aristocort cr or oint interchangeable	0.1% - 15gm, 80gm, 1lb jar

Toxoids

Generic Name	Brand Name	Strength/Size
Adult Tetanus Toxoid Adsorbed	N/A	10ml vial

Urinary Tract Products

Generic Name	Brand Name	Strength/Size
Oxybutynin HCL	Ditropan	5mg tab
Phenazopyridine	Pyridium	200mg tab

Vaccines

Generic Name	Brand Name	Strength/Size
Hepatitis B	Different names	Standard
Influenza	Different names	Standard

Vaginal Preparations

Generic Name	Brand Name	Strength/Size
Clotrimazole	Mycelex	45gm vaginal cream

Mental Health Agents

Generic Name	Brand Name	Strength/Size
Aripiprazole ***NON-FORMULARY****	Abilify	10,15,20,30mg tab must have been tried on Risperdal first
Benzotropine	Cogentin	1mg ,2mg tab
Bupropion XL	Wellbutrin XL	150mg, 300mg
Carbamzepine	Tegretol	100mg chew, 200mg tab
Citalopram	Celexa	20mg, 40mg
Chlorpromazine	Thorazine	25mg ,50mg ,100 mg
Clonazepam	Klonopin	0.5mg, 1mg ,2mg tab
Diphenhydramine	Benadryl	25mg, 50mg 12.5mg/5ml syrup;50mg/ml injection
Doxepin	Sinequan	10mg/ml Oral Concentrate
Fluoxetine	Prozac	10mg,20mg cap
Fluphenazine	Prolixin	5,10mg tab
Fluphenazine Decanoate	Prolixin	25mg/ml injection
Gabapentin	Neurontin	300,400mg,600mg
Haloperidol	Haldol	5,10mg tab; 5mg/ml inj. and Oral Solution
Haloperidol Decanoate	Haldol	50mg/ml,100mg/ml inj.
Hydroxyzine Pamoate	Vistaril	25,50mg cap
Lithium	Eskalith	300mg caps
Lithium Citrate	Lithium	300mg/5ml syrup
Mirtazapine	Remeron	30mg tab
Olanzapine	Zyprexa	5mg,10mg,15mg,20mg
Paroxetine	Paxil	20mg
Perphenazine	Trilafon	4mg tab, 8mg
Quetiapine	Seroquel	100,200,300mg,400mg tab Doses less than 300mg... requires Non Formulary form
Risperidone	Risperdal	1,2,3,4mg 1 st line
Sertraline	Zoloft	50,100mg
Thiothixene	Navane	5,10mg cap
Trazodone	Dersyrel	50,100mg
Trifluoperazine	Stelazine	5mg

Trihexyphenidyl	Artane	2,5mg tab
Valproic Acid	Depakene	250mg/5ml syrup
Venlafaxine	Effexor plain	75mg
Ziprasidone	Geodon	20mg, 40mg,60mg, 80mg

Antivirals/ Antiretroviral/NRTI

Generic Name	Brand Name	Strength/Size
Efavirenz 600mg/emtricitabine 200mg/tenofovir 300mg	Atripla combo NNRTI- NRTI (sustiva and truvada combined)	
Abacavir	Ziagen, ABC	300mg tab
Abacavir, Lamivudine	Epzicom	600mg/300mg tab
Abacavir, Lamivudine/Zidovudine	Trizivir	300mg/150mg/300mg tab
Emtricitabine	Emtriva,	200MG TAB
Emtricitabine/ Tenofovir	Truvada	200mg/300mg tab
Didanosine EC	Videx EC	250MG, 400MG
Lamivudine	Epivir	150mg tab
Lamivudine/ zidovudine	Combivir	150/300mg TAB
Stavudine	Stavudine	300mg,40MG CAP
Tenofovir	Viread	300mg tab
Zidovudine	Retrovir, AZT	300mg tab

Antivirals/Anti-retroviral/NNRTI

Generic Name	Brand Name	Strength/Size
Efavirenz	Sustiva	200mg cap
Nivirapine	Viramune	200mg tab

Antivirals/Protease Inhibitors (PI)

Generic Name	Brand Name	Strength/Size
Atazanavir	Reyataz	150,200mg, 300mg
Darunavir	Prezista	600mg
Fosamprenavir	Lexiva	700mg tab
Indinavir	Crixivan	400mg cap
Lopinavir/Ritonavir	Keletra	250mg/50mg
Nelfinavir	Viracept	625mg tab
Ritonavir	Norvir	100mg
Saquinavir	Invirase (soft get cap)	200mg, 500mg cap

Integrase Inhibitors

Generic Name	Brand Name	Strength/Size
Raltegravir	Isentress	400mg tab

QUESTION: How many inmates are currently on psychotropic medications?
RESPONSE: *Approximately 25% of the population.*

QUESTION: What are the top ten medications by cost per year?
RESPONSE:

- 1 **Seroquel**
- 2 **Zyprexa**
- 3 **Abilify**
- 4 **Geodon**
- 5 **Invega**
- 6 **Lorazepam**

QUESTION: Which pharmacy company does the current vendor buy medications from?
RESPONSE: *A distributor of their choosing and manufacturer direct purchases.*

QUESTION: Pharmacy Requirements: Under the current system where the mental health and medical vendor are the same company, are there two separate pharmacy systems, one for medical services and one for mental health services?
RESPONSE: *The medical vendor will be responsible for providing pharmacy services.*

QUESTION: Would the County consider amending the RFP to require the mental health vendor to utilize the pharmacy system currently established by the medical vendor? Doing so would prohibit duplication of services, lower the overall costs to the County, and allow for monitoring of potentially dangerous drug interactions.
RESPONSE: *Yes, the medical vendor is responsible for providing pharmacy services.*

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

RESPONSE: *Yes, the medical vendor is responsible for providing pharmacy services.*

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

RESPONSE: *The medical vendor is responsible for providing pharmacy services and the cost.*

QUESTION: Laboratory Services, page 29: The industry standard for correctional systems that procure mental health services separate from medical services is for the mental health vendor to utilize the existing lab services established for the medical services program. The RFP indicates the "vendor can utilize laboratory equipment provided by the County and located at the Jail," and further indicates, "all equipment must be maintained by the Vendor." Would the County consider amending the RFP so that the mental health vendor will have access to the lab services established by the medical vendor and/or the County? If not, what lab equipment is currently available for use by the mental health vendor?

RESPONSE: *Yes, the laboratory services will be provided by the medical vendor.*

QUESTION: Mental Health Records, page 30: Is the current mental health records system separate from the medical record system? If so, are there currently designated mental health records clerks assigned specifically to managing mental health records?

RESPONSE: *The medical record system utilizes a single/combined unit record.*

QUESTION: Page 33, item "f": Regarding the definition of the term "filled position". Will the County allow for absences due to customary vacation, holiday, and sick leave without assessing liquidated damages? Additionally, would the County allow a 'grace period' of 30 days before assessing liquidated damages for vacant positions? Doing so would lower the vendor's price.

RESPONSE: *Absences for the stated reasons above are allowed, but the hours required must be provided.*

Yes, there will be a grace period before assessing damages.

QUESTION: Section 5: page 37: "Ratio analysis will be included in determining the Vendor's financial strength as well as review of the sources and use of funds." In the 2007 RFP, through the question and answer process, the County deleted this paragraph. Will the County delete this paragraph? If not, what are the specific ratios that will be used for analysis?

RESPONSE:

QUESTION: Financial Statements, page 37: Please confirm that the financial statements must be independently audited financial statements.

RESPONSE: *That is correct.*

QUESTION: The cost proposal form calls for a per inmate, per month calculation based on 2,800 inmates and asks for each proposer to submit a cost per inmate per day for each inmate housed greater than 2,800 in increments of 250. Should this additional amount be calculated per inmate per day or per inmate per month?

RESPONSE:

QUESTION: Since the RFP requires the vendor to base its price on 2,800 inmates, is it correct to assume the successful vendor will be paid a fixed monthly contract fee based on the maximum inmate population of 2,800, even if the census drops below 2,800?

RESPONSE: *Yes.*

QUESTION: Under Section 3 of the RFP, please clarify that the mental health vendor will be responsible for repairs and maintenance to all equipment, including equipment owned by the County. Is this language in error? If not, please list the type of equipment the mental health vendor will be required to maintain.

RESPONSE: *There is not equipment that the mental health vendor will be responsible for.*

QUESTION: What computer equipment, if any, will the mental health vendor be required to provide and/or maintain?

RESPONSE: *The mental health vendor will be required to maintain all of the computers owned by the vendor in use at the jail.*

QUESTION: Lab Costs: Please verify that the mental health vendor will be able to use the lab services arranged by the medical vendor, as is customary in the industry, and that the mental health vendor will not incur any costs for lab services.

RESPONSE: *The medical vendor will be responsible for the lab services.*

QUESTION: Medical Records: Please describe whether the medical records system is a paper system or electronic system. If paper, are there plans to convert to an electronic records system during the term of the contract?

RESPONSE: *It is a paper system. The plan is to convert to electronic medical record system.*

QUESTION: Medical Records Clerks: The RFP indicates 5.0 positions for medical records clerks under the mental health vendor. Please clarify whether this number is accurate and if the County requires the mental health vendor to provide medical records clerks as it is more common for these clerks to work for the medical vendor. Where are these 5.0 clerks currently stationed? Are there other medical records clerks beyond these 5.0, and if so, are these 5.0 clerks devoted full-time to working on mental health records?

RESPONSE: *These clerks will serve the mental health service.*

QUESTION: Medical RFP Answers to Questions: Please provide a copy of the answers to questions from the medical RFP.

RESPONSE: *If you are speaking about the Inmate Physical Healthcare, those addendums can be download from the website under Jail Inmate Physical Healthcare Services..*

QUESTION: Please describe the layout of the 96-bed Mental Health ward on the third floor. Is it all contained in one single housing unit, or do multiple units comprise the 96 beds?

RESPONSE: *Multiple units. Three to be exact.*

QUESTION: Addendum 2 received today refers to “the attached sheet that addresses the following items...”, but we found no sheet attached to the Addendum. Please clarify.

RESPONSE: *Please refer to addendum no. 1, which has been corrected.*

QUESTION: Is there an incumbent?

RESPONSE: *Correctional Medical Associates*

QUESTION: What is the existing prices for each personnel?

RESPONSE: *Salary determination is left to the respondent to develop.*

QUESTION: How many of each type of personnel do you need?

RESPONSE: *It is our expectation that the respondent will allocate staff in accordance with intensity of service and severity of illness.*

QUESTION: How many of each type of personnel are you using currently?

RESPONSE: *It is our expectation that the respondent will allocate staff in accordance with intensity of service and severity of illness.*

QUESTION: What has been your past needs?

RESPONSE: *This question is quite generic. Our needs are addressed in the specifications.*

QUESTION: Are you satisfied with your current vendor(s)?

RESPONSE: *The service being provided meets our needs and requirements.*

QUESTION: How many hours do you utilize this service a year?

RESPONSE: *The services are performed daily.*

QUESTION: How much is budgeted for these services?

RESPONSE: *\$4.2 million.*

QUESTION: Are there any value-added services that you would find beneficial when selecting a vendor?

RESPONSE: *Yes, the County and the Jail is developing a "Re-entry" strategy for the inmates at the Fulton County Jail. By re-entry we mean, assessing the inmates while at the jail to determine social skill deficits, housing issues, educational needs, job skills, mental health issues and drug issues in an effort to begin to address those issues and assign case management to those individuals before they leave*

the jail. In an effort to augment their success, some training, treatment and counseling will take place before leaving the jail.

Our expectation is that the vendor can enhance our efforts by bringing group therapy, drug addiction counseling and other such services to the table.

ACKNOWLEDGEMENT OF ADDENDUM NO. 3

The undersigned proposer acknowledges receipt of this addendum by returning one (1) copy of this form with the proposal package to the Purchasing Department, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30303 by the RFP due date and time **April 14, 2010, 11:00 A.M.**

This is to acknowledge receipt of Addendum No. 3, _____ day of _____, 2010.

Legal Name of Bidder

Signature of Authorized Representative

Title



FULTON COUNTY

Vision
People Families Neighborhoods

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

Values
People Customer Services
Ethics Resource Management
Innovation Equal Opportunity

CONTRACT DOCUMENTS FOR

07RFP00019YB-CL

Inmate Mental Health Services

For

Office of the Sheriff

**PURCHASING
ORIGINAL**

Index of Articles

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CONTRACT AGREEMENT

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

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

WITNESSETH

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

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

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

ARTICLE 1. CONTRACT DOCUMENTS

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

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

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

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

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

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

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

ARTICLE 2. SEVERABILITY

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

ARTICLE 3. DESCRIPTION OF PROJECT

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

ARTICLE 4. SCOPE OF SERVICES

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

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

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

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

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

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

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

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

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

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

ARTICLE 5. DELIVERABLES

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

ARTICLE 6. SERVICES PROVIDED BY COUNTY

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

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

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

ARTICLE 7. MODIFICATIONS/CHANGE ORDERS

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

ARTICLE 8. SCHEDULE OF WORK

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

ARTICLE 9. CONTRACT TERM

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

ARTICLE 10. COMPENSATION AND PAYMENT FOR SERVICES

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

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

ARTICLE 11. PERSONNEL AND EQUIPMENT

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

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

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

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

ARTICLE 12. SUSPENSION OF WORK

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

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

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

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

ARTICLE 13. DISPUTES

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

ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE

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

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

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

ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY

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

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

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

ARTICLE 16. WAIVER OF BREACH

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

ARTICLE 17. INDEPENDENT CONTRACTOR

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

ARTICLE 18. RESPONSIBILITY OF CONTRACTOR

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

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

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

ARTICLE 19. COOPERATION WITH OTHER CONTRACTORS

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

ARTICLE 20. ACCURACY OF WORK

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

ARTICLE 21. REVIEW OF WORK

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

ARTICLE 22. INDEMNIFICATION

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

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

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

ARTICLE 23. CONFIDENTIALITY

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

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

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

ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION

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

ARTICLE 25. COVENANT AGAINST CONTINGENT FEES

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

ARTICLE 26. INSURANCE

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

ARTICLE 27. PROHIBITED INTEREST

Section 27.01 Conflict of interest:

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

Section 27.02 Interest of Public Officials:

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

ARTICLE 28. SUBCONTRACTING

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

ARTICLE 29. ASSIGNABILITY

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

ARTICLE 30. ANTI-KICKBACK CLAUSE

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

ARTICLE 31. AUDITS AND INSPECTORS

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

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

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

ARTICLE 32. ACCOUNTING SYSTEM

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

ARTICLE 33. VERBAL AGREEMENT

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

ARTICLE 34. NOTICES

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

Notice to County, shall be addressed as follows:

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

With a copy to:

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

Notices to Contractor shall be addressed as follows:

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

With a copy to:

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

ARTICLE 35. JURISDICTION

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

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

ARTICLE 36. **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

ARTICLE 37. **FORCE MAJEURE**

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

ARTICLE 38. **OPEN RECORDS ACT**

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

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

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

ARTICLE 40. **INVOICING AND PAYMENT**

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

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

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

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

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

ARTICLE 41. NON-APPROPRIATION

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

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

ARTICLE 42. WAGE CLAUSE

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

ARTICLE 43. PROGRAM SUPPORT SERVICES

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

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

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

ARTICLE 44. **REPORTS AND RECORDS**

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

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

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

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

ARTICLE 45. SECURITY

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

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

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

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

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

ARTICLE 47. LIQUIDATED DAMAGES

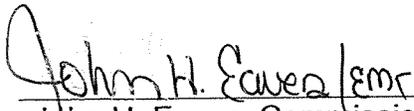
The parties agree to liquidated damages in the following amounts:

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

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

OWNER:

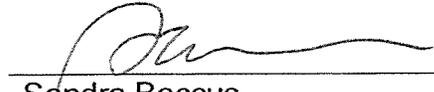
FULTON COUNTY, GEORGIA



John H. Eaves, Commission Chair
Board of Commissioners

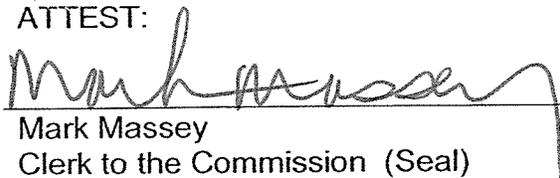
CONTRACTOR:

CORRECTIONAL MEDICAL ASSOCIATES, INC.

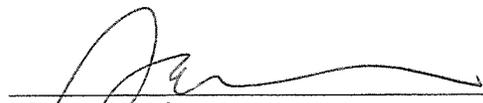


Sandra Baccus
President

ATTEST:



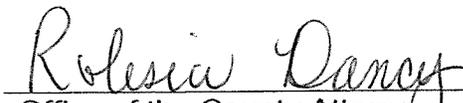
Mark Massey
Clerk to the Commission (Seal)



Secretary/
Assistant Secretary

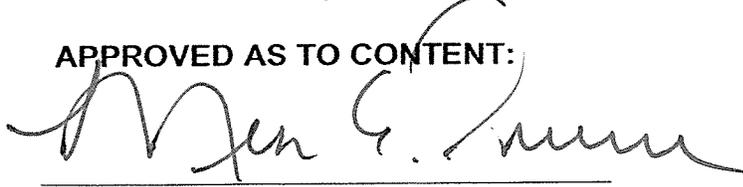
(Affix Corporate Seal)

APPROVED AS TO FORM:



Office of the County Attorney

APPROVED AS TO CONTENT:



Myron E. Freeman
Sheriff

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

ADDENDA



FULTON COUNTY PURCHASING DEPARTMENT
Winner 2000- 2005 Achievement of Excellence in Procurement Award
National Purchasing Institute

Jerome Noble, Director



February 16, 2007

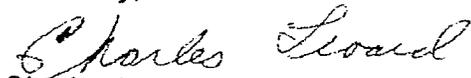
Re: 07RFP00019YB-CL
Jail Inmate Mental Health Services

Dear Proposers:

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

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

Sincerely,


Charles Leonard
Chief Assistant Purchasing Agent

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

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

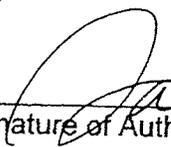
Page 1-2 - Section 1:4 The Pre-Proposal Conference will be held on Monday, February 26, 2007 at 10:00 am at the Fulton County Jail, 901 Rice Street, Atlanta, Georgia 30308

ACKNOWLEDGEMENT OF ADDENDUM NO. 1

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

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

Correctional Medical Associates, Inc.
Legal Name of Bidder



Signature of Authorized Representative

President

Title



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

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

Jerome Noble, Director



March 16, 2007

Re: 07ITBP00019YB CL
Jail Inmate Mental Health Services

Dear Proposers:

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

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

Sincerely,

Charles Leonard
Charles Leonard
Chief Assistant Purchasing Agent

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

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

Responses to Vendor questions and Exhibits: Mental Health Services

ACKNOWLEDGEMENT OF ADDENDUM NO. 2

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

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

Correctional Medical Associates, Inc.
Legal Name of Bidder



Signature of Authorized Representative

President

Title

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

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

The most frequently prescribed psychotropic medications prescribed were:

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

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

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

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

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

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

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

- Q. Will the County make available a copy of the current formulary?
- A. The current formulary was furnished to all potential vendors in attendance at the pre-bid conference (See attached Nursing Servicing Report).
- Q. Page 3-9, Section I.2, Pharmacy Requirements: Under the current system where the mental health and medical vendor are the same, are there two separate pharmacy systems, one for medical services and one for mental health services?
- A. No.
- Q. Would the County consider amending the RFP to require the mental health vendor to utilize the pharmacy system currently established by the medical vendor should the County intend for the mental health vendor to staff and operate a pharmacy system separate from that of the medical vendor? Doing so would prohibit duplication of services, lower the overall costs to the County, and allow for monitoring of potentially dangerous drug interactions.

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

- A local example is the DeKalb County Jail, which has separate vendors for medical and mental health services. At this Jail, the medical vendor operates the pharmacy system, but charges for the actual costs of the medications prescribed by the mental health vendor's staff are the responsibility of the mental health vendor.
- A. Arrangements between the physical health care vendor and the mental health care vendor are acceptable to the County and authorized by the RFP as issued.
- Q. Page 3-11, Section K, Laboratory Services: The industry standard for correctional systems that procure mental health services separate from medical services is for the mental health vendor to utilize the existing lab services established for the medical services program. The RFP indicates that the "vendor can utilize laboratory equipment provided by the County and located at the Jail," and further indicates, "all equipment must be maintained by the Vendor." Would the County consider amending the RFP so that the mental health vendor will have access to the lab services established by the medical vendor and/or the County? If not, what lab equipment is currently available for use by the mental health vendor?
- A. Arrangements between the physical health care vendor and the mental health care vendor are acceptable to the County and authorized by the RFP as issued. There

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

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

A. Yes.

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

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

Administrative Census Report

POPULATION	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Average daily population (FCJ)	3,103	3,122	3,043	3,108	3,193	3,040	2,972	3,040	3,178	3,159	3,064	2,875
Total population at end of month (FCJ)	3,119	3,106	2,989	3,172	3,115	3,101	3,047	3,111	3,176	3,174	2,994	2,840
*Total Bodies Booked for the Month (FCJ)	3,103	3,612	3,780	3,644	3,607	3,514	3,454	3,637	3,378	3,766	3,117	2,922
Average Daily Book In (FCJ)	123.6	129.0	121.9	121.5	116.5	117.1	111.4	117.3	112.6	121.5	103.9	94.3
Total Screened at Intake	3,194	3,095	3,334	3,118	3,145	2,986	3,060	3,172	3,024	3,190	2,748	2,577
MEETINGS												
MAC	1	1	1	1	1	1	1	1	1	1	1	1
COI	1	1	1	1	1	1	1	1	1	1	1	1
Mortality	0	1	2	0	0	0	0	0	0	0	0	0
General Staff Meeting	1	1	1	1	1	1	1	1	1	1	1	1

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

PHARMACY REPORT

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Total New Medication Orders (*)	7,978	7,506	7,742	7,601	7,954	7,952	7,678	7,361	8,203	7,963	7,864	7,768
Total Number of inmates with New psychiatric medication orders. (*)	607	565	586	612	699	525	602	501	521	561	548	356

Notes:

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

FULTON COUNTY JAIL

MENTAL HEALTH MEDICATIONS

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

MENTAL HEALTH NURSING SERVICES REPORT

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Total population on new psych medications	607	566	586	612	699	525	602	501	521	561	546	556
ADMISSIONS												
Total # of Admissions	58	46	69	63	57	61	67	63	62	52	60	58
Males	46	34	53	46	46	41	53	53	48	41	46	44
Females	12	9	16	17	11	20	14	10	14	11	14	14
Total # of Discharges	54	32	58	49	49	47	60	50	42	38	42	41
Avg. Length of Stay (days)	4	4	5	4	5	7	6	6	5	4	5	5
Number of Suicide Watches	42	26	39	39	42	46	47	41	48	29	36	35
Average Daily Census	15	15	19	21	18	20	20	19	18	17	19	21
Total Number of Medical Consults	6	5	4	7	4	7	5	6	7	5	4	3
EMERGENCY REFERRALS												
To Mental Health	215	180	245	218	186	234	232	211	166	205	191	227
	64	43	51	42	57	51	58	57	55	55	63	45
	279	223	296	250	243	285	290	268	221	260	254	272
Seen in clinic from Intake*	197	163	186	138	137	146	169	166	149	183	159	187
Educational In-services	0	1	1	1	1	1	1	1	1	1	1	1
Staff Meetings	1	1	1	1	1	1	1	1	1	1	1	1

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

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

Result Summary

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

Recipient Results

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



CLERK
Fulton County Clerk
Fulton County Courthouse
Fulton County Courthouse
Fulton County Courthouse
Fulton County Courthouse

CONTRACT DOCUMENTS FOR
07ITB54771A-CJC
Natural Gas Services

For
General Services Department



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

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

Jerome Noble, Director



March 27, 2007

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

Dear Proposers:

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

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

Sincerely,

Charles Leonard
Charles Leonard,
Chief Assistant Purchasing Agent

Addendum No. 3
Page Two

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

Responses to vendors questions and exhibits:

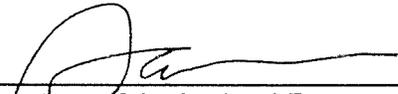
- Q. Do the dollars in the RFP include dispensing (admin.) fees?
- A. Yes
- Q. Since the contract terms are for one year with option year renewals, will the County evaluate the Cost Proposal based on the first year pricing, or on the entire pricing proposal that includes years one, two, and three?
-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

ACKNOWLEDGEMENT OF ADDENDUM NO. 3

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

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

Correctional Medical Associates, Inc.
Legal Name of Bidder



Signature of Authorized Representative

President

Title

EXHIBIT A

GENERAL CONDITIONS

See RFP Sections 4, 6 & 7

EXHIBIT B

SPECIAL CONDITIONS

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

EXHIBIT C

SCOPE OF WORK

See RFP Section 8

EXHIBIT D

PROJECT DELIVERABLES

See RFP Section 8

EXHIBIT E

COMPENSATION

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

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

Budget for Mental Health Services

2800 Inmates

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

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

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

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

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

EXHIBIT F

PURCHASING FORMS

SCHEDULE 1

**MINIMUM STAFFING LEVELS
OF CONTRACTOR**

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

**PURCHASING
ORIGINAL**