



Fulton County, GA

Department of Purchasing & Contract Compliance

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

August 5, 2010

Re: 10RFP07062010A-CC
Inmate Physical and 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,

Cheryl Cochran

Chief Assistant Purchasing Agent

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



**10RFP07062010A-CC Inmate Physical and Mental Health Services
Addendum No. 3
Page Two**

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

1. Section 7, Page 7-2, "Insurance and Risk Management Provisions Medical Services" Requirement is deleted in its entirety and substituted by "Insurance and Risk Management Provisions Medical Services as ATTACHMENT I hereto.
2. Attachment II entitled "Answers To Questions Submitted By Vendors" is attached hereto and made a part of this addendum.

**10RFP07062010A-CC Inmate Physical and Mental Health Services
Addendum No. 3
Page Three**

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, **August 10, 2010, 11:00 A.M.** local prevailing time.

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

Legal Name of Bidder

Signature of Authorized Representative

Title

**Insurance and Risk Management Provisions
Inmate Physical and Mental Health Services**

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to Fulton County Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

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

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$1,000,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$1,000,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$1,000,000

2. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits Each Occurrence \$1,000,000
(Including Any Vehicle, and operation of Non-Owned, and Hired automobiles).

3. Combination of COMMERCIAL GENERAL LIABILITY INSURANCE (Including Contractual Liability Insurance) and PROFESSIONAL LIABILITY (Medical Malpractice) (Claims Made Policy Form. w/ CGL - No Exclusion for Sexual Abuse Allegations)

Per Claim	\$5,000,000
Total Claims	\$5,000,000

General Liability and Professional Liability (Malpractice) provided on a Claims-made basis, must be kept in force and uninterrupted for a period of five (5) years beyond policy expiration. If coverage is discontinued for any reason during this five (5) year term, Vendor must purchase and evidence full Extended Reporting Period (ERP) coverage.

4. UMBRELLA LIABILITY – Claims Made Policy Form
(In excess of above noted coverages)

Per Claim	\$5,000,000
Total Claims	\$5,000,000

Umbrella provided on a Claims-made basis, must be kept in force and uninterrupted for a period of five (5) years beyond policy expiration. If coverage is discontinued for any reason during this five (5) year term, Vendor must purchase and evidence full Extended Reporting Period (ERP) coverage.

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

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as additional insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

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

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

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

Certificates **must** list Project Name (where applicable).

Important:

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

USE OF PREMISES

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

PROTECTION OF PROPERTY

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

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

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

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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

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

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

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

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

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

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

ATTACHMENT II

ANSWERS TO QUESTIONS SUBMITTED BY VENDORS

- Q. I would like to know if the forms for the sub-contractors need to be new or if the ones used previously are acceptable?
- A. **Yes. New forms must be submitted with the current RFP No. 10RFP07062010A-CC.**
- Q. What is the current inmate management system (computer software) used at the jail? In formulating our response for the EMR, we want to be sure that our chosen product will interface with the county's system.
Thank you so much.
- A. **The system currently in use is a main frame. The vendor is Tiburon.**
- Q. Regarding Professional Liability on page 7-3: The RFP states that Professional Liability (Medical Malpractice) limits for contract values over \$10,000,000 are "To Be Determined". Please advise how you would like us to respond.
- A. **The Insurance clause will be changed by issuance of an addendum.**
- Q. Please verify how pricing for the commencement term should be stated on the cost proposal form. Should we prorate our first year price, and if so, what period of time will be included in the commencement term?
- A. **The response to No. 2 is that year 1 should be prorated to begin October 1, 2010 through December 31, 2010.**
- Q. My company is submitting the following questions regarding RFP #10RFP07062010A-CC: Inmate Physical and Mental Health Services.

Section 3, Subsection 3.4 – Section 3.1 – Indicates the proposer/vendor must "Provide resumes for the following positions being proposed for this project:" Medical Director, Mental Health Director, Health Services Administrator and Director of Nursing. This provides an unfair advantage for the incumbent, as they have these individuals in place and have the support of the county for the current employees. As a vendor, we cannot offer individuals a job based solely on submitting a proposal. As well, should we as a proposer/vendor, contact the current employees in these position whom work for the current vendor to establish their interest in staying/maintaining their current position, would place them in an awkward position, with their current employer should they maintain the interest in staying employed at the county. The County has not indicated to any of the vendors their dissatisfaction with these employees. Therefore, should we as proposers include these individuals within our proposed submission, would or could

create undue pressure on these employees. As well, for us to offer or make an offer to individuals for these positions, would be premature as we have not been awarded a contract. These key positions should not be taken lightly and should be determined after much thought and true total interest for the individuals to be placed in these positions. We believe these very key positions should not be a part of the original submission and be allowed to be reviewed with the county during contract talks and/or award.

- A. The resumes can be of those individuals who have expressed an interest to your company in filling the position should your company be awarded the contract**
- Q. During the Intake medical evaluation being completed by the LPN's, do they also complete the initial intake review for Mental Health assessment?
- A. The nurses in intake are expected to conduct a basic receiving screening interview/inquiry that includes, but is not limited, to past and present mental illness with a history of hospitalizations.**
- Q. In Section 3.3, E. Program Support Services Requirements, 2. CQI Program it states, "The Service Provider will establish a Continuous Quality Improvement (CQI) Program assuring that quality mental health care services are provided to the inmates." Does the County want only our mental health CQI, or our combined Physical and Mental Health CQI program addressed?
- A. A CQI program addressing both physical and mental health.**
- Q. In Section 3 – Project Team Qualifications/Qualifications of Key Personnel, the Offeror is asked to identify the key personnel who will work on this project. Does the County want only the four positions mentioned in the RFP: Medical Director, Mental Health Director, Health Services Administrator, and Director or Nursing; or does the County want us to include our corporate key personnel who will be involved in this project, such as our Regional Directors, Contract Managers, etc?
- A. Include corporate personnel, as well as the on-site management staff, with their position titles and duties as they relate to the operation at Fulton County Jail.**
- Q. In Section 3 – Project Team Qualifications/Qualifications of Key Personnel, the County asks for an organizational chart depicting the key personnel working on the Fulton project. Please define "key personnel".
- A. Key personnel should include all management staff local and at the corporate level who make decisions involving the operations at Fulton County Jail.**
- Q. In Section 6 – Availability of Key Personnel, the requirement is to provide availability of our key personnel. Please clarify the positions the County would like noted in this section.

- A. Medical Director, Mental Health Director, Health Services Administrator, and Director of Nursing.**
- Q. Regarding OB/GYN on-site services: the RFP indicates that the OB/GYN Dr. is on-site 5 days a week. Is that a 40 hour position that is currently provided by the vendor? If so, does that physician have other responsibilities?
- A. Yes, it is a 40 hour/week position provided by the vendor dedicated to serving the women, only. On-site five days per week.**
- Q. Regarding key personnel, would it be acceptable that we submit an incumbent candidate without submitting their name (for reasons of professional privacy)?
- A. Key positions require the names of the individuals interested in assuming the positions**
- Q. Can we substitute a PhD level psychologist for the Mental Health Director position?
- A. No.**
- Q. I have one additional question please. On P. 7-3 (insurance) the RFP states: #5, professional liability, Contract value – over \$10,000,000.00 (the last of this series of 3 contract levels), per claim/aggregate to be determined. We are not clear on the meaning of this section – is Fulton seeking over \$10 million per claim (since the contract value will exceed \$10 million). In order to get an insurance quote, and to be in full compliance, we would like this clarified.
- A. A revised insurance clause will be issued by a forthcoming addendum.**
- Q. In lieu of the Letter of Credit, requested in the Financial section of RFP #10RFP07062010A-CC, would Fulton County accept a performance bond?
- A. Your Surety company can provide a letter to the County as evidence of ability to obtain the Performance Bond.**
- Q. In the proposal, there are a number of cover pages included. Do we need to utilize these cover pages in our response?
- A. No. The cover pages are a part of the sample contract under Section 8.0 of the RFP.**
- Q. Please provide the most detail breakdown of the monies expended on this contract for the last five years, including the following categories: staffing, pharmacy, transport, supplies, etc. Thank you in advance.
- A. This information is not available.**

Q. Armor possesses a 'certificate of authority' to do business in GA and we believe this suffices with regards to RFP #10RFP07062010A-CC. Do we need some other Fulton county specific business license?

A. **Page 3-30 of the solicitation specifically list the three documentation needed and a Copy of occupational tax certificate (business license) is acceptable.**

Q. Is it still true that the Fulton-DeKalb Hospital Authority is financially responsible for the hospitalization, Emergency Room visits, and all off-site medical treatment including specialty consultations and diagnostics for all inmates incarcerated in the FCJ. I see that this is somewhat addressed on p. 3-6:
"It is the opinion of the County attorney that Grady Hospital (Fulton-DeKalb Authority) must render treatment to inmates of the Fulton County Jail, and that this treatment is considered covered by the amount of funds allocated in the current year's budget for the operational costs of Grady Hospital. If funds do not cover treatment rendered by the Authority, the cost is not the responsibility of the Service Provider."

A. **The RFP specifically states that the Sheriff's Office and the County are contracting for medical services to be provided at the Fulton County Jail. The statements concerning responsibility for inpatient care and outpatient/specialty care in the RFP are there to assure the vendors responding to the RFP that they are not required to pay for those services should an inmate incarcerated at the Fulton County Jail require that level of care.**

Q. Is it the intention that an electronic medical record (EMR) will interface with the jail management system (Tiburon)?

A. **Yes, we allow them to interface with the current jail management system as this is the only repository that has current and former inmates.**

Q. If yes, who will be responsible for the cost of this interface? Fulton County or the medical vendor?

A. **Medical Vendor**

Q. Will Fulton County Jail (FCJ) allow the EMR to reside on the FCJ domain network for Access by medical staff or will a medical domain network need to be created?

A. **They will be allowed to reside on the FCJ domain network**

Q. If a medical domain network needs to be created, who will be responsible for the hardware costs (server, routers, etc.)...Fulton County or the medical vendor?

A. **NA**

Q. There are currently parts of the FCJ that are not wired for system access. Will FCJ add a secure wireless network or extend Ethernet wiring for EMR access?

A. We do not allow wireless access to the network; the vendor would have to setup a secure wireless network with a local area network.