



FULTON COUNTY



REQUEST FOR PROPOSAL NO. 10RFP07062010A-CC

Inmate Physical and Mental Health Services

For

FULTON COUNTY SHERIFF'S DEPARTMENT

RFP DUE DATE AND TIME: Tuesday, August 10, 2010 at 11:00 A.M.

RFP ISSUANCE DATE: July 7, 2010

PRE-PROPOSAL CONFERENCE DATE: Tuesday, July 20, 2010

PURCHASING CONTACT: Cheryl Cochran (404) 612-4203

E-MAIL: cheryl.cochran@fultoncountyga.gov

LOCATION: FULTON COUNTY DEPARTMENT OF PURCHASING &

CONTRACT COMPLIANCE

130 PEACHTREE STREET, S.W., SUITE 1168

ATLANTA, GA 30303

**10RFP07062010A-CC, INMATE PHYSICAL AND MENTAL
HEALTH SERVICES**

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SECTION 1 INTRODUCTION

1.1 PURPOSE

Fulton County, Georgia (“County”) is seeking qualified firms with demonstrated experienced in providing physical and mental health services in a correctional environment to provide physical and mental health services to inmates at the Fulton County Jail.

Proposers must meet the minimum qualifications identified in Section 1.5 of this RFP to be considered for award of this contract.

Through the issuance of this Request for Proposal (“RFP” and/or “Proposals”), the County is soliciting Proposals from qualified Proposers for this project.

Proposals provided in response to this RFP that comply with the submittal requirements set forth in Section 4.0, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in Section 5.0. Based on the results of the evaluation, the County will award the project to the most advantageous Proposer based on the cost and the evaluation factors set forth in the RFP.

1.2 DESCRIPTION OF THE PROJECT

This project involves providing physical and mental health services to inmates at the Fulton County Jail and other locations. The County is seeking a single Service Provider to provide comprehensive correctional physical and mental health services which shall include all staffing, equipment, supplies and materials necessary.

In addition, the successful contractor must provide all services necessary to meet all constitutional obligations of the Jail and Fulton County inmates, and meet all requirements established by the National Commission on Correctional Health Care (“NCCCHC”), the American Correctional Association (“ACA”), the American Medical Association (“AMA”), the American Psychiatric Association (“APA”) and the Foster vs. Fulton County Consent Order, and any other applicable local, state or federal guidelines, rules, regulations, code and/or laws during the course of any contract awarded as a result of this procurement.

1.3 BACKGROUND

Medical health services, outlined within the scope of this RFP, shall be provided at the Fulton County Jail (“FCJ”) complex, which currently consists of the Main Jail, Bellwood Facility, 2F Jail Annex Building, and the North Annex Jail in Alpharetta all located in Fulton County.

The Main Jail is capped at 2500 beds pursuant to the Federal Consent Decree (see Exhibit 2). The North Annex Jail in Alpharetta has 74 beds.

The Fulton County Jail Facility Complex houses a maximum population of 2,800 inmates, most of whom are pretrial detainees, and many of who are maximum security inmates.

The Fulton County Jail facility provides primary care, orthopedic clinic, OB/GYN (Women’s Health Services) clinic, and general radiology and laboratory services. A primary health care clinic is also located at the Fulton County Jail.

The address of each facility is provided below:

- Fulton County Jail – Main Building, 901 Rice Street, Atlanta, Georgia, 30318
- Alpharetta Jail, 2565 Old Milton Parkway, Alpharetta, Georgia 30004
- Such other facilities as the Sheriff may deem proper and appropriate.

1.4 COUNTY OBJECTIVES

The following are the County Objectives for this project:

- Deliver appropriate care to inmates who are in need of treatment.
- Manage an efficient health care delivery program that contains costs without sacrificing quality.
- Effectively manage clinical issues involving the treatment of HIV, AIDS, STDs and TB.
- Hire, train, and retain high performing staff.

1.5 MINIMUM QUALIFICATIONS

Proposers shall meet the following minimum qualifications, with no exceptions, to be considered for award of this contract:

- The proposer shall have at least a minimum of two (2) years experience providing medical services administration in correctional facilities with an average daily inmate population of 2,000 or more or five (5) years experience in a medical teaching hospital or five (5) years experience in the provision of medical services in a Public County medical hospital, the last two of which must be an operating entity of a Georgia Public Hospital Authority. Provide the following information:
 - a. The name of the facility, the owner, year performed and the facility location.
 - b. A description of services provided.
 - c. A reference, including a contact name, mailing address, email address and phone number.
- The proposer must demonstrate evidence of NCCHC Accreditation within the past three years by providing a letter of award or certificate copy of at least one correctional facility/site in which your firm is currently contracted to provide services.

1.6 PURCHASING THE RFP

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.fultoncountyga.gov> under "Bid Opportunities".

1.7 SUBCONTRACTING OPPORTUNITIES

Potential prime contractors submitting a bid on this project for Fulton County and are seeking subcontractors and/or suppliers can advertise those subcontracting opportunities on the County's website, <http://www.fultoncountyga.gov> under "Subcontracting Bid Opportunities".

1.8 PRE-PROPOSAL CONFERENCE

The County will hold a Pre-Proposal Conference, on **Tuesday, July 20, 2010 at 2:00 P.M.** in the Bid Conference Room of the Department of Purchasing and Contract Compliance, Fulton County Public Safety Building, Suite 1168, 130

Peachtree Street, S.W., Atlanta, Georgia 30303. Attendance at the Pre-Proposal Conference is voluntary for responding to this RFP, however Proposers are encouraged to attend. The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP.

1.9 PROPOSAL DUE DATE

All proposals are due in the Department of Purchasing and Contract Compliance of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before **Tuesday, August 10, 2010 at 11:00 A.M.** , legal prevailing time. All submitted proposals will be time and date stamped according to the clock at the front desk of the Fulton County Department of Purchasing and Contract Compliance. Any proposals received after this appointed schedule will be considered late and subject to be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

1.10 DELIVERY REQUIREMENTS

Any proposal received after the above stipulated due date and time will not be considered and will be rejected and returned. It shall be the sole responsibility of the Proposer to have his/her proposal delivered to the Fulton County Department of Purchasing and Contract Compliance for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, the proposer shall be responsible for its timely delivery to the Department of Purchasing and Contract Compliance.

1.11 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP should be submitted in writing to the Purchasing Department contact person, Cheryl Cochran, Chief Assistant Purchasing Agent, email: Cheryl.cochran@fultoncountyga.gov; phone: (404) 612-4203; fax, (404) 893-1723. Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

SECTION 2 INSTRUCTIONS TO PROPOSERS

2.1 PROCUREMENT PROCESS

The procurement will be on a formally advertised basis. All technical requirements, unless otherwise specified, must be met, or be capable of being met by the Proposer or their proposal will be disqualified as being non-responsive.

2.2 CONTRACT DEFINITIONS

In addition to any other terms that may be defined in this solicitation, the following terms have the following meaning:

Addendum – Revision to the RFP documents issued by the County prior to the receipt of proposals.

Agreement – refers to the executed contract between the County and Contracting Entity.

County – Fulton County Government and its authorized representatives.

Contact Person – Purchasing staff designated by the Fulton County Department of Purchasing and Contract Compliance to submit any questions and suggestions to.

Offeror – the entity of individual submitting a proposal in response to this RFP.

Owner – Fulton County Government

Proposal – the document submitted by the offeror in response to this RFP.

Proposer – the entity or individual submitting a proposal in response to his RFP.

Scope of Work – All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract.

2.3 NO CONTACT DURING PROCUREMENT PROCESS

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

2.4 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County's consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests, oral or written, received after **Tuesday, August 3, 2010 at 5:00 PM**, local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such

request will not relieve the Proposer of any obligations or conditions required by this RFP.

Requests for clarification or interpretation regarding this RFP shall only be submitted in writing (letter, fax or email) to:

Fulton County Department of Purchasing & Contract Compliance

Attn: Cheryl Cochran

Public Safety Building

130 Peachtree Street S.W. Suite 1168

Atlanta GA 30303

Email: cheryl.cochran@fultoncountyga.gov

P: (404) 612- 4203 F: (404) 893-1723

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All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP and posted on the Fulton County website www.fultoncountyga.gov.

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the County shall be binding on the County. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the County. Only written responses issued by addendum to this RFP should be considered by the Proposers.

During the period provided for the preparation of Proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be posted on the Fulton County website, www.fultoncountyga.gov. These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Proposer is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

2.5 MULTI-YEAR CONTRACT TERM

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on the date of execution of the Agreement in the year 2010, the starting date, and shall end absolutely and without further obligation on the part of the County on the 31st day of December, 2010. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for four (4) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2011 and shall end no later than the 31st day of December, 2011. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2012 and shall end no later than the 31st day of December, 2012. If approved by the County Board of Commissioners, the Third Renewal Term shall begin on the 1st day of January, 2013 and shall end no later than the 31st day of December, 2013. If approved by the County Board of Commissioners, the Fourth Renewal Term shall begin on the 1st day of January, 2014 and shall end no later than the 31st day of December, 2014. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

All "Terms" as defined within this Section are subject to the section of this

Agreement which pertain to events of termination and the County's rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

2.6 REQUIRED SUBMITTALS

See **Exhibit 1** for the Required Submittal Checklist. This checklist will assist you to ensure that all required submittals are submitted. Failure to submit all required submittals may deem your proposal non-responsive.

2.7 PROPOSAL EVALUATION

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Selection will include an analysis of proposals by a Vendor Selection Committee composed of County personnel who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews and/or site visits.

2.8 DISQUALIFICATION OF PROPOSERS

The submission of more than one (1) proposal to the County as the primary Proposer or member of a joint venture for the same work by an individual firm, partnership or corporation under the same or different names may be considered as sufficient for disqualification of a Proposer and the rejection of the proposal.

2.9 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available

competition and timely needs of the County. There is no obligation on the part of the County to award the contract to the lowest proposer and the County reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

2.10 APPLICABLE LAWS

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324 which is incorporated by reference herein.

2.11 MINIMUM PARTICIPATION REQUIREMENTS FOR PRIME CONTRACTORS

Pursuant to Fulton County Code 102-357, Prime Bidders on the project must perform no less than 51% of the scope of work required under the project.

2.12 INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Section 7 of this RFP.

2.13 ACCURACY OF RFP AND RELATED DOCUMENTS

The County assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the County will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 1.11 in writing at the following address: Fulton County Department of Purchasing and Contract Compliance, Public Safety Bldg,

130 Peachtree Street S.E., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

2.14 RESPONSIBILITY OF PROPOSER

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Proposers are reminded of Fulton County's "**No Contact During Procurement**" policy and may only contact the person designated by the RFP.

2.15 CONFIDENTIAL INFORMATION

If any Proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The County, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The County has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Proposers waive any challenge to the County's decisions in this regard. Marking all or substantially all of a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFP.

Notwithstanding the foregoing, Proposers recognize and agree that the County, its staff, and its Consultants will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

2.16 COUNTY RIGHTS AND OPTIONS

This RFP constitutes an invitation to submit Proposals to the County. Without limitation or penalty, the County reserves and holds at its sole discretion, the following rights and options:

- This RFP does not obligate the County to select, procure or contract for any services whatsoever
- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County
- All costs incurred by a Proposer in connection with responding to this RFP,

the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.

- The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.
- The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
- The County reserves the right to waive any technicalities or irregularities in the Proposals.
- The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- The County may request Proposers to send representatives to the County for interviews and presentations.
- To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
- The County reserves the right to discontinue negotiations with any selected Proposer.
- The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
- All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County
- The County may add to or delete from the Project Scope of Work set forth in this RFP.
- Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.

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- Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
 - The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.
 - The County reserves the right to conduct investigations of the Proposers and their responses to this RFP and to request additional evidence to support the information included in any such response.

By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

2.17 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer. In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the Proposer in any subsequent negotiations entered into in connection with developing the Proposal. There shall be no claims whatsoever against the County, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

2.18 TERMINATION OF NEGOTIATIONS

The County at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the County determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer susceptible of selection. The County will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the County.

2.19 WAGE CLAUSE

Pursuant to 102-391, Each Contractor shall agree that in the performance of the Contract he 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.

2.20 ADDITIONAL OR SUPPLEMENTAL INFORMATION

After receipt of the submittals, the County will evaluate the responses, including the references, financial statements, experience and other data relating to the Respondent's qualifications. If requested by the Fulton County Department of Purchasing and Contract Compliance, Respondent's may required to submit additional or supplemental information to determine whether the Respondent meets all of the qualification requirements.

2.21 REPORTING RESPONSIBILITIES

The successful Proposer will report directly to the Fulton County Sheriff, or designated representative.

2.22 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This Request for Proposal is subject to the Georgia Security & Immigration Compliance Act. Pursuant to the Georgia Security & Immigration Compliance Act of 2006, as amended on May 11, 2009, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the County cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act. All bidders/proposers intending to do business with the County are responsible for independently apprising themselves and complying with the requirements of that law and its effect on County procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>.

See Section 5, Proposal Forms for declarations and affidavits.

2.23 AUTHORIZATION TO TRANSACT BUSINESS

If the Proposer is a Georgia corporation, the corporation, prior to contract execution,

shall submit documentary evidence from the Secretary of State that the Corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

If the Proposer is a foreign (non-Georgia) corporation, the corporation, prior to contract execution shall submit a Certificate of Authority and documentary evidence from the Georgia Secretary of State of good standing which reflects that the corporation is authorized to do business in the State of Georgia.

2.24 RIGHT TO PROTEST

Any actual bidder or offeror who is aggrieved in connection with the solicitation or award of a contract shall protest in writing to the Director of Purchasing & Contract Compliance. An actual bidder or offeror is defined as a person or entity who has submitted a bid or proposal on the project for which they are filing a protest. A protest shall be submitted to and received by the Director of Purchasing & Contract Compliance in writing within 14 days after such aggrieved entity known or should have known of the solicitation, the award of contract to another or other acts giving rise to a protest. An oral protest or a protest to an official, employee, User Department, or other person apart from the Director of Purchasing & Contract Compliance does not comply.

2.25 GENERAL REQUIREMENTS

The following information pertains to the submission of a proposal to Fulton County ("County"), and contains instructions on how proposals must be presented in order to be considered. If specific conditions or instructions in the text of the Request for Proposal ("RFP") conflict with the General Requirements as listed here, those conditions or instructions in the RFP shall prevail.

1. Proposals submitted in response to the attached RFP must be formatted as specified in the RFP. Additional sheets, literature, etc., should be clearly identified.
2. The original and the required number of copies of the proposal must be returned to:
Fulton County Purchasing Agent
Department of Purchasing & Contract Compliance
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303
3. The envelope in which the proposal is submitted must be sealed and clearly labeled with the RFP project name and number, due date and time, and the

name of the company or individual submitting the proposal. Proposals must be received by the opening date and time shown on this RFP in order to be considered. The Purchasing Agent has no obligation to consider proposals which are not in properly marked envelopes. The Technical Proposal, Cost Proposal and Contract Compliance submittals shall be submitted in separate sealed envelopes. The inclusion of any cost information in the Technical Proposal may result in such proposal being rejected by the County.

4. Proposals received after the time and date specified will not be opened or considered.
5. By submitting a signed proposal, Offeror agrees to accept an award made as a result of the submission of the prices and terms contained in that proposal. Prices proposed must be audited by the Offeror to insure correctness before the proposal is submitted. Person signing the proposal is responsible for the accuracy of information in it. The specifications, provisions, and the terms and conditions of the RFP and proposal shall become a valid contract between Fulton County and the Offeror upon notice of award of contract in writing and/or issuance of a purchase order.
6. Any contract awarded as a result of this proposal, shall comply fully with all Local, State, and Federal laws and regulations.
7. Absolutely no fax proposals or reproduction proposals will be accepted, except that if multiple copies of the proposal are required, photocopies of the original may be submitted as the additional copies, provided that they are clearly marked as such.
8. Type or neatly print company name, as well as the full legal name and title of the person signing the proposal, in all appropriate places. The Offeror's signature must be executed by a Principal of the company duly authorized to make contracts and bind the company to all terms being proposed.
9. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may

be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

10. Show information and prices in the format requested. Prices are to be quoted F.O.B. destination, and must include all costs chargeable to the Offeror in executing the contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Offeror shall provide Fulton County the benefit through a reduction in price of any decrease in the Offeror's costs by reason of tax exemptions based upon Fulton County's status as a tax-exempt entity.
11. Propose all items specified or indicate under each item what alternative is being proposed and why it should be considered in lieu of the original specification. Failures to indicate any exceptions shall be interpreted as the Offeror's intent to fully comply with the specifications as written. Conditional or qualified proposals (except as specifically allowed in the specifications) are subject to rejection in whole or in part.
12. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
13. The successful Offeror must assume full responsibility for delivery of all goods and services proposed and agree to relieve Fulton County of all responsibility and costs for prosecuting claims.
14. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.
15. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
16. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.

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17. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of all of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
 18. Proposals must contain references which reflect successful completion of contracts for the types of goods, materials, equipment, or services for which the vendor is submitting a proposal to the County. In instances where that does not apply, the proposal must contain a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the vendor submitting the proposal as capable of meeting the demands of the proposal should an award be made to them.
 19. Offerors submitting proposals may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their proposal, and are in all respects competent and eligible vendors, able to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Offeror to perform such work, and reserves the right to reject any proposal if evidence fails to indicate that the proposed vendor is qualified to carry out the obligation of the contract and to complete the work satisfactorily.
 20. By submitting a signed proposal, Offeror certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work.
 21. Upon notice of selection, the Offeror submitting the proposal is obligated to perform. Should a successful Offeror refuse to enter into a contract subsequent to an award, a penalty may be assessed and/or the Offeror may be found to be "non-responsible" in the future.
 22. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
 23. Successful Offerors contract directly with the County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of contract and may result in an Offeror being found to be "non-responsible" in the future.

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24. Invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to whom the service or product was provided.
 25. Fulton County reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any technicalities. Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several Vendors.
 26. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of Fulton County.
 27. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
 28. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the bid envelope.
 29. Prior to beginning any work, the successful Offeror shall furnish to Fulton County (for the contracting firm and for any subcontractors) a certificate from an insurance company showing issuance of Workers' compensation coverage for the State of Georgia or a certificated from the Georgia Workers' Compensation Board showing proof of ability to pay compensation directly.
 30. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
 - A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

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- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
 - C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is “non-responsive”, and same shall not be considered for award.
31. Any Offeror intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this offer. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or be accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Offers from Joint Ventures that do not include these documents will be rejected as being “non-responsive”.
32. Any Offeror intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in Section 5. Proposals that do not include these completed documents will be rejected as being “non-responsive”.

**SECTION 3
PROPOSAL REQUIREMENTS**

3.1 SUBMISSION REQUIREMENTS

3.1.1 Proposal Submission Date and Submittal Format

All Proposals, including all attachments, must be received by the County in a sealed package no later than **Tuesday, August 10, 2010 at 11:00 A.M.** and must be addressed to:

**REQUEST FOR PROPOSALS RFP #
Fulton County Department of Purchasing & Contract Compliance
Public Safety Building
130 Peachtree Street S.E. Suite 1168
Atlanta GA 30303**

The Proposal shall consist of a Technical Proposal, a Cost Proposal and all documents listed on the Required Submittal Checklist (Exhibit 1). The Technical Proposal shall include proposer information, technical information, business-related information, and any Technical Proposal forms requested. The Cost Proposal shall include the Cost Proposal Forms and any information describing the basis for pricing and must be separately, sealed, marked and packaged.

The required content of the Technical Proposal and Cost Proposal is further specified in this section of the RFP. The Proposal must be signed and acknowledged by the Proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

THE TECHNICAL PROPOSAL, THE COST PROPOSAL AND CONTRACT COMPLIANCE EXHIBITS SHALL BE SUBMITTED IN SEPARATE, SEALED ENVELOPES OR PACKAGES. THE INCLUSION OF ANY COST INFORMATION IN THE TECHNICAL PROPOSAL MAY RESULT IN SUCH PROPOSAL BEING REJECTED BY THE COUNTY.

Each envelope or package shall be clearly marked as follows:

**REQUEST FOR PROPOSALS RFP _____
Project # and Title
[Technical or Cost Proposal]
Proposer's Name and Address**

3.1.2 Number of Copies

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

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

All Proposals must be complete with all requested information.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the County reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section. The County reserves the right to reject any Proposal, which in its judgment, does not comply with these Proposal submission requirements.

3.3 SCOPE OF WORK

The successful Service Provider must assure that physical health services and mental health services are fully coordinated and meet the following requirements.

A. Healthcare Objectives

1. To provide health services to inmates that meets the U.S. Constitution and community standards of care.

B. Standards/Accreditation

1. All services shall be provided in accordance with American Correctional Association (ACA), American Medical Association (AMA), American Psychiatric Association (APA) and the National Commission on Correctional Health Care (NCCHC) standards.

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2. The Service Provider must secure and maintain NCCHC accreditation and reaccreditation at the Service Provider's own expense.

C. Protocols, Policies and Procedures

1. The Service Provider will be required to prepare and implement protocols, policies and procedures which comply with the policies and procedures of the Fulton County Sheriff's Department.
2. The Service Provider must establish and implement written protocols, policies and procedures that comply with all standards and requirements of the contract, and must conduct an annual review of its protocols, policies and procedures.
3. All protocols, policies and procedures that apply to facility security must detail the involvement of the health care unit, the medical staff and the administrative staff.
4. All protocols, policies and procedures must receive written approval by the Sheriff or his designee prior to implementation.
5. All protocols, policies and procedures shall be reviewed for possible revision on an annual basis.

D. Personnel

1. The Service Provider must employ only licensed, certified and professionally trained personnel. The Service Provider must review credentials of each employee after Notice of award, but prior to Service Provider coming on-site.
2. All personnel shall be required to pass background investigation conducted by the Fulton County Sheriff's Office as a requisite for initial and /or continued employment. Rejection of any job applicant or current employee by the Sheriff will be final.
3. All professional staff shall have current and valid licensure by the appropriate Georgia licensing board for their profession. In addition, each professional shall declare any current or past license restrictions, suspensions or sanctions to the County. The County will then determine whether that individual will be able to satisfactorily fulfill the responsibilities of the position.

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4. Service Provider must provide resume, complete work history, clinical skills, and verify the status of the license(s) for each employee/position.
 5. Service Provider must provide the minimum staffing requirements listed in Section G, Item 20 (a) of this proposal to include the number of positions and full time equivalent (FTE) hours indicated.
 6. Each staff candidate will be interviewed by the Service Provider with special focus on technical expertise, emotional stability and motivation. The final selections will be subject to approval by the FCJ administration.
 7. Service Provider must verify, confirm, and maintain personnel file containing each employee's and/or applicant's credentials, to include a complete work history, license, degree, clinical skills, and in-service education.
 8. An on-site visit to FCJ must be made by all employee candidates prior to rendering formal decision of employment.

E. Program Support Services Requirements

In addition to providing on-site services, off site services, and personnel services, the Service Provider will also be expected to provide professional management services to support the mental health program at the Fulton County Jail. These additional program support services are as follows:

1. Quality Improvement Committee
 - a) The Service Provider must institute and maintain a quality improvement committee, which will be responsible for developing, recommending and implementing all protocol, policies and procedures necessary for the operation of the health program at the Fulton County jail
 - b) The committee is responsible for ensuring that quality healthcare services are available to inmates as necessary
2. Continuous Quality Improvement Program
 - a) The Service Provider will establish a Continuous Quality Improvement (CQI) Program assuring that quality mental health care services are provided to the inmates.
 - b) The CQI program will evaluate the health care provided to the

inmates, at both on site and off site locations, on a continual basis for quality, appropriateness and continuity of care.

3. Management information system requirements

- a) The Service Provider must implement a system for collecting and analyzing the trends in the utilization of mental health care services at the Fulton County jail.
- b) The Service Provider shall be required to provide the following systems; Telemedicine, electronic medical records system and the electronic medication administration record system.

4. Utilization management.

- a) The Service Provider must establish a utilization management program for the review and analysis of the utilization of off-site service referrals including inpatient stays. The utilization management program must demonstrate that the use of outside services has been appropriate (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.
- b) Peer Review

The County may require an annual clinical peer review to examine and determine the appropriateness of the clinical care and treatment provided to the inmates. This review will be performed at the Service Provider's expense.

5. Intake screening requirements

- a) The Service Provider is responsible for the coordination of physical and mental health screening on intake.
- b) A screening evaluation will be performed by a Licensed Practical Nurse or a Licensed Registered Nurse on all incoming inmates within twenty-four (24) hours of initial processing into the system. There must be a minimum of three (3) LPN's at all times.
- c) A LPN or RN shall conduct a screening examination on all referrals which include, at a minimum, documentation of the following:

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- Current and past mental health problems and illnesses, to include hospitalizations, medications, allergies, and vital signs.
 - Condition of skin such as needle marks or other indications of drug abuse.

d) Disposition, such as the following:

- Referral to an appropriate health care facility on an emergency basis.
- Placement in the general inmate population or segregated inmate population and referral to the appropriate health care service at the Fulton County Jail.
- Placement in the general inmate population along with classification.
- Immediate referral to physical or mental health provider when indicated

F. Hospital & Out-Patient Utilization

1. The Fulton-DeKalb Hospital Authority, (hereinafter the "Authority"), is required to provide services for indigent sick persons in Fulton County. Additionally, the Authority is required, when requested by the County, to furnish treatment to County employees injured in the line of duty, as well as other injured persons when the County has assumed responsibility for the hospitalization and medical treatment of such persons. This would include inmates incarcerated in the Fulton County Jail.
2. Although inmates would be covered under this required duty of the Authority, nothing prevents the Authority from collecting from insurance or other sources of funds covering the cost of medical care or hospitalization of such inmates.
3. 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.

G. Physical Health Service Requirements

1. Women's Health Care

The Service Provider will be responsible for the provision of all medically necessary health services to the female inmate population in accordance with ACA & NCCHC standards, to include the following:

- a) Sexually transmitted disease screening within one day of inmate arrival into correctional system. This will include syphilis and HIV (see HIV treatment section)
- b) PAP smear within fourteen (14) days of inmate arrival into correctional system. The Pap smear must be consistent with the American Cancer Society recommendations. Inmates who are returned to the system within one (1) year of the initial test will not be retested, unless they are HIV infected. In that case, they will be tested every six months.
- c) Annual Pap smear for those inmates whose incarceration will be in excess of one (1) year (see HIV treatment section), unless they are HIV infected. In that case, they will be tested every six months, if clinically indicated.
- d) Mammograms, consistent with the American Cancer Society recommendations.

2. The Service Provider must establish policies and procedures specific to health care of pregnant inmates, which must include, at a minimum, the following:

- a) Pre-natal care, which includes regular monitoring by a medical doctor or nurse practitioner or physician's assistant with obstetric experience.
- b) Provision of appropriate vitamins.
- c) Identification and disposition of high-risk pregnancies, to include referrals to Grady Hospital OB/GYN clinics.

3. Service Provider must establish policies and procedures for inmate physical examinations.

- a) A physical examination must be completed, by a licensed

physician, or physician's assistant or nurse practitioner, for each inmate within fourteen (14) days of formal induction to the system.

4. Inmate Medical Requests

- a) Service Provider must establish policies and procedures for handling and responding to a non-urgent request for medical treatment within 48 hours. 72 to 48 hours on weekends and holidays.
- b) Patients may be evaluated by physicians, physician assistants, nurse practitioners or registered nurses. All nurses involved in screening such requests and evaluating patients shall be registered nurses with current training in physical assessment.
- c) The Service Provider's medical director will determine the appropriate triage process to be utilized for screening medical request forms upon receipt.
- d) Inmates referred to a physician or physician assistant must be evaluated within forty-eight (48) hours of initial referral, or sooner as medically appropriate.
- e) A physician or a physician's assistant must perform daily rounds on inmates housed in disciplinary detention and/or administrative segregation **that have requested medical care**. Rounds must be performed at least three times a week on **all inmates** housed in disciplinary detention and/or administrative segregation. These rounds will be logged by security staff on the housing units. The number of rounds will be reported in the minutes of the medical audit committee.
- f) Service Provider must establish a system that tracks medical requests in a log from initial receipt to final disposition, including date of initial complaint and name and title of health provider who provided treatment.

5. Sick Call

- a) Service Provider must establish policies and procedures for the care and handling of inmate sick call requests. These policies must address inmate access to medical services within 48 hours (48 to 72 hours on weekends and holidays) of receiving a medical request. Under no circumstance shall Fulton County Jail security

personnel be involved in any decisions regarding sick call requests, except that security staff shall assist a patient to get medical services when he/she requires urgent or emergency attention.

- b) Sick call will be held Monday - Friday, excluding holidays. A physicians' assistant will be available on site 24 hours a day, 7 days a week. The PA must be onsite with medical doctor back up (on call).
- c) Sick call requests initiated by inmates must be processed daily, upon receipt. Sick call must be triaged within the first 24 hours of receipt.
- d) The Medical Director shall determine the appropriate triage process to be utilized for specific categories of complaints.
- e) Service Provider must establish a log that tracks all sick call requests from initial receipt to final disposition.

6. Referral system

- a) The Service Provider must establish policies and procedures for the care and handling of inmates whose medical case requires a higher level of care than that provided at the FCJ.
- b) The Service Provider is responsible for locating an appropriate physician and establishing the appointment date and time with a County and/or state supported facility in the event an inmate requires the services of a medical specialist.
- c) Unless court ordered, any and all facilities to whom cases are referred must be County and/or state supported.
- d) The Service Provider must provide a system that can identify, isolate and track all inmate referral cases and which should, at a minimum, provide the following information:
 - Date of initial medical request
 - Physician requesting and date of referral
 - Physician, facility and location of referral, including a reason for referral
 - Current and final disposition (including objective data in final disposition)
 - Prioritization and primary care physician review of patient every 30 days until patient is seen by specialist.

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- Timely response to consultant's recommendations, as medically necessary.
- e) The Service Provider must generate and make available upon request to the Fulton County Jail Director of Health Services a monthly log on all referrals. The log must indicate, at a minimum, inmate name and identification number, referring physician, date and time referral was made, current and final disposition.

7. Specialty Consultations/Clinics

- a) The following clinics must be provided on site:
- Infectious disease, including HIV specialist
 - Obstetrics / Gynecology
 - Internal medicine
 - chronic disease clinics for asthma, hypertension, epilepsy, diabetes
 - Kidney dialysis (On-site Kidney Dialysis may be a contracted service or staffed and equipped by the Service Provider. The annual cost of the provision of the service is to be included in this section of the proposal.)
- b) To support the delivery of comprehensive health services, Service Provider will schedule the following specialty consultations with Grady Hospital:
- Urology
 - Gastroenterology
 - Neurology / neurosurgery
 - Cardiology
 - Ophthalmology
 - General surgery
 - Dermatology
 - Physical therapy
 - Nephrology
 - Ears-Nose-Throat
 - Allergy
 - Podiatry
 - Hematology
 - Plastic surgery
 - Thoracic surgery
 - Oncology
 - Endocrinology
 - Orthopedic

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- c) If the consultation cannot be conducted on site, the Facility's Medical Director shall assess the situations carefully and the Service Provider's administrator will make arrangements for the transportation of inmates to a County or state health care provider with whom an agreement has been established.
- d) The Service Provider will be expected to arrange the following diagnostic tests used in the above-mentioned clinics:
- Echocardiograms
 - Sonograms
 - Electromyelograms
 - CT scans
 - Colonoscopies
 - Endoscopies
 - Medical prosthetics
 - Magnetic resonance imaging
- e) If clinics cannot be conducted on site, the Facility Medical Director shall assess the situations carefully and the Service Provider's administrator will make arrangements for the transportation of inmates to a County or state health care provider with whom an agreement has been established.
- f) Optometry Services. The Service Provider will be responsible for optometric services when eyeglasses are court ordered.
- g) Chronic illness/disease. The Service Provider shall establish chronic illness/disease clinics on site. A PA, NP, or MD will treat these patients in these clinics.
- h) Service Provider shall maintain current clinical guidelines for the most prevalent chronic diseases, such as:
- Asthma
 - Diabetes
 - Epilepsies
 - Hepatitis B and C
 - HIV
 - Hypertension

These should be evidence based and should rely on nationally accepted guidelines, customized for the correctional environment. These shall be reviewed or updated annually or sooner if medically appropriate.

8. Infectious disease. Service Provider must establish policy and procedures for the care and handling of inmates diagnosed with an infectious disease. The care and handling of inmates must include onsite case management services. Service Provider must establish a working relationship with the Fulton County Infectious Disease Clinic and Grady IDC.

- a) Service Provider must maintain current guidelines that conform to CDC and OSHA recommendations for communicable diseases.
- b) Service Provider must develop a tuberculosis surveillance program, and communicate with the County and state health departments as required for patient care and under the law.
- c) Service Provider will provide the following services for Fulton County Jail staff upon request at no additional cost:
 - Annual tuberculin skin testing and referral
 - Tetanus antitoxin post exposure as indicated
 - Hepatitis B vaccine series (Note: antibody testing is not recommended or required by the CDC)
 - Post-exposure testing and prophylaxis for staff, as medically appropriate, until the staff member can reach his/her primary physician
 - Emergency intervention for on-site injuries
 - Service Provider will not be responsible for the provision of routine health services to correctional staff.
 - Service Provider must generate and provide monthly logs of all inmates diagnosed with an infectious disease. At a minimum, the Service Provider must provide inmate name and identification number and identify the infectious disease.

9. HIV Treatment

In compliance with the federal consent order in *Foster v. Fulton County*, the Service Provider will be required to adhere to the following specifications regarding inmates with HIV infection or AIDS:

- a) A member of the medical staff will draw blood for t-cells and viral load testing for all known HIV - positive inmates within 48 hours arrival at the FCJ. (72 hours if on Friday)
- b) Except in an emergency, intake screening of HIV - positive inmates will happen within 4 hours of an inmate's arrival at the FCJ.

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- c) Within 48 hours of arrival at the FCJ, everyone whose HIV medication were continued at intake or has symptoms of active HIV - related infections will receive a comprehensive physical exam, including tests for sexually transmitted diseases.
 - d) HIV - positive inmates not on medication at time of intake will receive a comprehensive physical within 10 days of their arrival.
 - e) All HIV - positive inmates will have a written treatment plan developed by the HIV specialist within two weeks after they are identified as HIV - positive.
 - f) The medical staff will test the t-cell count and viral load of all HIV – positive inmates at least every three months or as indicated by the HIV Specialist.
 - g) Inmates with a t-cell count fewer than 500 who have an HIV - related illness, or who are prescribed antiretroviral medication at least every three months will see an HIV specialist or as indicated by the HIV specialist.
 - h) Medical staff will tell HIV - positive inmates the results of any medical tests and assessments (including t-cell and viral loads) within one week after the medical staff receives these results.
 - i) Provide HIV - positive inmates with at least a four-day, and not more than seven-day, supply of their medication at the time of their release from Jail.
 - j) All persons with HIV and/or symptoms of tuberculosis will have a chest x-ray within forty-eight hours of intake.
 - k) All known HIV - positive female inmates will receive PAP smears every six months.
 - l) HIV - positive inmates will not remain in the intake holding cell for more than eight hours.
 - m) Medical and dietary grievances by HIV - positive inmates will be answered within 72 hours of their submission to medical staff, and no issue related to medical care will be designated “non-grievable”.

10. Emergency Services

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- a) Service Provider will utilize Grady Hospital (Fulton-DeKalb Hospital Authority) for emergency care to inmates of the Fulton County Jail.
 - b) The Service Provider will be responsible for health care delivery on a twenty-four (24) hour per day, seven days per week basis. Emergency services are provided in the treatment rooms on the third floor of the low-rise building.
 - c) In the event of an emergency, first aid and cardiopulmonary resuscitation services will be provided on site. Health services staff will be expected to provide on site emergency intervention for staff, inmates and visitors when necessary. All proposer professional staff shall be required to be trained in BLS on a current basis. All physicians, PAs and NPs shall be trained on a current basis on the use of the automated external defibrillator.
 - d) All emergencies requiring a "911 call" or its equivalent will be reported to the Fulton County Jail Director of Health Services and the Chief Jailer within twenty-four (24) hours, by the Service Provider, with particular attention to the elapsed time between the call for assistance and the arrival of trained personnel and the need for corrective action.
 - e) The Service Provider must generate and provide the Fulton County Jail, Director of Health Services a weekly log on all inmates requiring emergency services, Monday - Sunday. The log must indicate, at a minimum, inmate name, identification number, and diagnosis.

11. Laboratory Services

- a) Service Provider must establish an agreement with an approved provider to provide laboratory services. Such agreement must be reviewed by and approved by the Sheriff and the County.
- b) Laboratory services must provide stat work with results within twenty-four (24) hours after the specimen is obtained (when such tests are available.)
- c) Service Provider must generate and provide a weekly log of laboratory tests performed. The log must provide inmate name and identification number, and test type.

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- d) RPR testing for syphilis is to be processed in 24 – 72 hours.

12. Radiological Services

- a) Service Provider must utilize radiological equipment provided by the County and located at the Jail. Service Provider must maintain all x-ray equipment at its expense.
- b) Service Provider must establish an agreement with a facility to provide radiological services in the event requirements exceed the capability of County Jail equipment.
- c) All x-rays must read by a board certified radiologist with a turn-around time of forty-eight (48) hours. All proposals must include a plan for reading x-rays associated with "emergencies". Service Provider must provide a radiologist on-site. If the Service Provider proposes to provide off-site radiologist services, the Sheriff must individually approve this specific request.

13. Medical Records

- a) The Service Provider shall be responsible for the tracking of medical records from checkout to return of records; archival and retrieval of inactive medical records.
- b) The Service Provider is responsible for maintenance and retention of a complete, standardized, problem oriented medical record for all inmates in accordance with prevailing medical regulations for confidentiality, retention and access. The Service Provider shall ensure that its staff documents all health care contacts in the incarcerated person's health care record in the proper medical record format.
- c) Each medical record must contain, but not be limited to, an updated problem list; results of the physical examination, tuberculin skin test, pregnancy test for all females of child bearing age, RPR (rapid plasma reagent), and all hospital and outside service reports, including discharge summaries. Each medical record must have tabs to divide the record by physician's orders, progress notes, lab reports, etc.
- d) The medical records department is responsible for forwarding a copy of the inmate medical record or summary of treatment, whichever is required by the receiving facility, in a timely manner to

the appropriate facility in the event of a transfer. A current dated medical record must be available at all times for any inmate. All requests for medical record information and correspondence must be responded to in a timely manner.

- e) The medical records department is responsible for ensuring that a copy of the inmate's medical record summary accompanies him/her on each health service encounter, both inside and outside the facility.
- f) The Service Provider will work closely with County in the timely implementation of an automated appointment system, medical record and report generator.

14. Special Medical Diets

- a) The Service Provider will be responsible for cooperating with the food service provider to insure the provision of medically necessary therapeutic diets. The following diets may be ordered from food service:
 - Mechanical soft (chewing problem), (digestive problem), (decreased fiber)
 - Low sodium
 - Low fat/low cholesterol
 - High fiber
 - ADA diabetic/specify number of calories
 - Heart healthy
 - Full liquid
 - Clear liquid
 - Hypoglycemia diet (state total number of calories)
 - Renal diet
 - Other medically necessary diets
- b) The Service Provider will work with the dietary department and Chief Jailer to minimize the number of unnecessary diet prescriptions.

15. Inmate Complaint/Grievance Procedure

- a) Service Provider must establish policy and procedures on handling inmate complaints regarding medical care.
- b) Service Provider must provide system of tracking complaints from

receipt to resolution. The Service Provider must respond to and answer all official grievances within seventy-two (72) hours of receipt.

16. In-Service Training

- a) Service Provider must provide in-service educational programs, topics of which will be identified on an on-going basis through the continuous quality improvement program. Training must be in compliance with all applicable professional certification standards.
- b) Service Provider will provide a minimum of forty (40) hours annual in-service training for full-time employees, including physicians.
- c) Service Provider will provide a minimum of twenty (20) hours annual in-service training for part-time employees.

17. Administrative

- a) Service Provider's staff will design and implement policies, procedures and protocols for the health care unit and medical staff.
- b) Service Provider shall be responsible for ensuring that its staff reports any problems and/or unusual incidents to the Director of Health Services or his/her designee.
- c) Service Provider's staff shall represent the health care unit in discussions with local civic groups or visiting officials as mutually agreed upon by the parties.
- d) Service Provider's staff shall properly complete employee evaluations for those employees under their direct supervision.
- e) Service Provider shall assist with Fulton County Sheriff's Office staff training in emergency medical safety procedures, occupational exposure to infectious disease, care and treatment of HIV inmates.

18. Employee Schedules

- a) All hours shall be spent on-site at FCJ or any satellite location, except as otherwise agreed to by both parties. The Service Provider's schedule may be modified only upon the parties' mutual agreement.

-
- b) All full-time contractual employees shall be on site for a minimum of forty (40) hours per week.
 - c) All contractual employees shall be required to comply with sign-in and sign-out procedures. The Sheriff shall have access to all records indicating the hours worked by each employee.
 - d) All Service Providers' employees shall wear photographic identification badges, issued by the Sheriff's Office, at all times when on site at the Jail or any satellite location.

19. New Employee Orientation

- a) The Service Provider shall be responsible for ensuring that all new health care personnel are provided with orientation regarding medical protocols, policies, practices, and procedures on-site at FCJ. Orientation regarding other facility operations shall be the responsibility of FCJ.
- b) The Service Provider shall distribute a written job description to each member of the health care staff, which delineates the assigned responsibilities of each employee.

20. Minimum Fulton County Jail Staffing Requirements

- a) Service Provider must provide the minimum staffing requirements listed below to include the number of positions and full time equivalent (*FTE*) hours indicated. Any deviation from the staffing plan can only be made with the express written approval of the Sheriff. These requirements are based upon the projection of 2800 inmates and shall be adjusted proportionally upward in the event the inmate population exceeds 2800 inmates.

<u>POSITION</u>	<u>FTE</u>
Health Services Administrator	1.0
Medical Director	1.0
Mental Health Director (Psychiatrist)	1.0
Secretary / Transcriptionist	3.0
Staff Physician	3.0
Staff Psychiatrist	2.25
Physician's Assistant/ NPs	6.0
Bachelors Level Social Worker/ Mental Health Associates	4.0
Licensed Clinical Social Worker	5.50

Dental Director	1.0
Dentist	1.6
Dental Assistant	3.0
Director of Nursing	1.0
Registered Nurse	18.6
Licensed Practical Nurse	40.75
Medical Assistant	10.0
Nursing Supervisor	3.0
Medical Records Administrator	1.0
Medical Records Clerks	10.0
Lab Technician	1.0
Radiologist	.4
Registered X-Ray Technician	1.0
Outpatient Referral/Diets Clerk	1.0
Infectious Disease Specialist (MD)	.5
Infectious Disease Nurse (RN)	1.0
Infectious Disease Coordinator	1.0
Intake Coordinator (RN)	1.0
CQI Coordinator	1.0
TB Nurse (LPN)	1.4
Re-Entry Services Case Manager	2.0
TOTAL	128.0

21. Security

- a) The Service Provider's personnel shall be subject to all of the security regulations and procedures of FCJ.

22. Equipment

- a) Maintenance and replenishment of equipment and instruments.
- b) Service Provider will maintain all equipment and instruments necessary for the performance of this contract in good working order during the term of this agreement. If additional or replacement equipment and instruments are required by the Service Provider during the term of this agreement, the Service Provider will purchase such items at its own cost with the exception of the x-ray machine, dental equipment and darkroom processor.
- c) The Service Provider shall be responsible for all equipment used in the provision of all administrative information, forms, logs and/or reports required.

23. Hazardous Waste

- a) The Service Provider shall be responsible for the storage, removal and disposal of all hazardous waste materials. Such removal and disposal shall be in accordance with all applicable local, state and federal rules, regulations and code.

H. Mental Health Service Requirements

1. The Service Provider must establish medically appropriate policies and procedures for inmate mental health examinations.
2. The Service Provider must be able to provide mental health assessments in the examination rooms of the jail.
3. A mental health evaluation must be completed by a Psychiatrist, Licensed Clinical Social Worker, Nurse Practitioner Physician's Assistant, or Mental Health Associate on each inmate within (5) days of referral from either the medical services provider or by the jail staff. However if it is indicated as either urgent or suicidal the examination will be performed immediately.
4. The mental health evaluation must include, at minimum the following:
 - Review of the receiving screening form
 - Complete history bidder must define in detail how it will compile and determine the inmate's complete history
 - Other tests and examinations, as required and medically indicated
 - Initiation of therapy when medically appropriate
5. Requirements for inmate mental health requests
 - a) Service Provider must establish policies and procedures for handling and responding to inmate request for mental health treatment.
 - b) Mental health requests initiated by inmates must be processed daily, upon receipt.
 - c) Inmates making mental health requests must be interviewed by a psychiatrist, nurse practitioner /physician's assistant, licensed

clinical social worker, psychiatric nurse, mental health associate who receives annual training; and who will make referrals to the mental health director, in a timely manner.

- d) The Service Provider must describe the appropriate triage mechanism that it will utilize for inmates' requests.
- e) Service Provider must describe how it will establish a system that tracks mental health requests from initial receipt to final disposition, including date of initial request and name and title of mental health provider who provided treatment.
- f) Service Provider must generate and provide to the Fulton County jail administration a weekly log on all mental health requests received. The log should indicate, at a minimum, the date and time request received, inmate name and identification number, date and time inmate was examined by a psychiatrist or licensed psychologist, licensed clinical social worker, or mental health associate and final disposition.

6. Referral system requirements

- a) The Service Provider must establish policies and procedures for the care and handling of inmates whose mental health condition requires a higher level of care than that provided at the Fulton County Jail.
- b) The Service Provider is responsible for locating appropriate psychiatrists or licensed psychologists or mental health facility and establishing the appointment date and time in the event an inmate requires a higher level of mental health care and / or services.
- c) The Service Provider must establish an agreement with a network of physicians to whom mental health cases can be referred and/or to have any referral physician come on site to provide care to Fulton County Jail inmates.
- d) Any and all facilities to whom cases are referred must be county or state supported.
- e) The Service Provider must provide a system that can identify, isolate and track inmate referral cases and which must provide, at minimum, the following information:

-
- Date and time of initial mental health request
 - The name of the physician (medical services provider) or psychiatrist (Mental Healthcare Services provider), mental health provider employee and/or Fulton County jail staff requesting and the date of referral.
 - Physician (medical services provider) or psychiatrist (Mental Healthcare Services provider), mental health provider employee, facility and location of referral, including a reason for referral
 - Current and final disposition (including objective data in final disposition)
- f) The Service Provider must generate and provide the Fulton County Jail administration a weekly log on all referrals initiated from Monday 7:00 a.m. – Friday 7:00 p.m. the log should indicate at a minimum, the date and time the initial mental health request was received inmate name and identification number, date and time the inmate was examined by a psychiatrist or licensed psychologist, date and time referral was made, current and final disposition.

I. Pharmacy Requirements

1. Service Provider must provide on-site and off-site pharmacy services. The pharmacy is licensed as a prison pharmacy and is to be operated in accordance with the state regulations that govern a prison pharmacy. This shall include the establishment of a formulary that does not unreasonably restrict inmates from modern medicinal practice, a formalized process for obtaining Non-formulary medication, prescription practices that require that medications be prescribed only when clinically indicated and that a practitioner before renewal reviews prescriptions. In addition, there shall be procedures for medication receipt, distribution, storage, dispensing, administration and disposal. There must be secure storage and perpetual inventory of all controlled substances, syringes and needles. There must be proper management of pharmaceuticals administered in accordance with state and federal law. Administration of medication shall be by persons properly trained and under supervision of the medical director. There shall be accountability for administering or distributing medication in a timely manner according to physician orders. Further, the facility shall maintain a stock of frequently prescribed medications for use on an urgent basis. This shall include, at a minimum, medications for pain and the treatment of infection and shall further include the commonly prescribed

medications for hypertension, diabetes, asthma, epilepsy and HIV infection. These shall be available to all inmate patients within four hours of prescription, as medically appropriate.

2. The Service Provider is responsible for the procurement, payment, inventory control, dispensing and disposal of all pharmaceuticals at all facilities covered by this RFP, in accordance with all local, state and federal rules, regulations and laws. The Service Provider will be responsible for the cost of all prescription and Non-prescription medications including antiretroviral and other AIDS-related medications. The Service Provider will be expected to provide a computerized pharmacy system. The pharmacy must:
 - a) Maintain inventory, cost, and ordering records for all pharmaceuticals, including all over-the-counter medications dispensed by the pharmacy.
 - b) Keep up-to-date patient drug profiles
 - c) Identify potential drug interactions for all ordered drugs
 - d) Have the capacity to generate lists of inmates on certain medications or categories of medication, as requested by the Chief Jailer or Director of Health Services
 - e) Generate lists of inmates whose chronic medications are within seven (7) days of expiration
 - f) Identify adverse drug interactions when inmates are prescribed multiple drugs including psychotropic drugs ordered by mental health Service Provider.
3. The Service Provider's pharmacist must participate in quality management activities, especially those involving formulary or drug utilization review activities and be compatible with outcome measures and indicators described in continuous quality improvement programs including the listing of the ten most frequently prescribed drugs and the ten most expensive drugs prescribed within the institution
4. Pharmacy staff is responsible for packaging controlled and over-the-counter drug prescriptions, as prescribed by the physician
5. The pharmacy must meet all local, state and federal licenses, rules, regulations and laws governing pharmaceutical operation. Service

Provider must display current operating license(s) at all times.

6. All medications must be ordered by a clinician licensed to do so and records of administration of medicine must be maintained.
7. Service Provider must establish a pharmacy and therapeutics committee to work with the quality improvement committee to consider changes to the formulary and to review patterns of medication use.
8. Medication Distribution
 - a) The Sheriff's Office will provide the inmates at the County Jail the ability to purchase over-the-counter drugs through the inmate commissary system. These drugs will include the following medications:
 - Maalox
 - Tylenol / Advil
 - Cold medicines
 - Anti-fungal creams
 - Antibiotic creams
 - b) "Self-administered", medication means that the inmates will be given the full regimen as ordered by the practitioner to take as it is prescribed.
 - c) Medication must be delivered daily, seven (7) days each week and two (2) times per day or more as medically appropriate, only by licensed professional staff.
 - d) Service Provider is required to establish/ develop a plan for those inmates scheduled out for court appearances. Medications must be provided for those inmates who are court ordered to treatment programs.
 - e) Service Provider must provide a system for the daily delivery and dispensation of medication.

J. Discharge Planning/Re-Entry Services

Fulton County Sheriff's Office embraces the concept of reducing inmate recidivism through the use of in-jail services and community based services to provide resources to assist inmates in reintegration back into the community.

Using the model below present a plan for re-entry services:

1. Assessment of inmates needs.
2. Plan for treatment and services required by inmates.
3. Arrange for medical and mental health inmates to be referred to community clinicians for follow-up services.
4. Arrange for housing placement through community contacts for inmates who have special needs (HIV, Mental Illness, and Substance Abuse)
5. Identify required community based programs for post release.
6. Coordination of the transition plan, implementation and follow-up to ensure there are no gaps in community based services.

K. Reports

The Service Provider must compile monthly statistical data of services provided, which are to be used to create quarterly service reports. These reports are to be mutually agreed upon, in advance, between the parties. Service Provider shall suggest a list of performance measures to be reported, in the response to the RFP. These reports are to be furnished to the Chief Jailer and the Sheriff's Office's Director of Medical Services. The Service Provider must provide additional ad hoc reports as requested by the Sheriff, Chief Jailer, or Director of Medical Services.

L. Outside Studies

1. The County may elect to participate in various studies and it is a requirement that the Service Provider cooperates and participates at the County's direction.

M. Performance Measures

1. The following performance measures will be used to determine performance outcomes and will be used to evaluate the Service Provider's performance on this contract:
 - a) Intake medical screenings conducted within 24 hours of arrival at the Jail.

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- b) Number/Percentage of released inmates participating in formal Case Management/Re-Entry Programs.
 - c) Physical examinations conducted within 72 hours of arrival to the classification unit.

The County at its sole discretion may add or modify performance measures as the County deems necessary to measure the Service Provider's performance.

3.4 TECHNICAL PROPOSAL FORMAT AND CONTENT

The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate the Service Provider's knowledge, skills and abilities to provide requested services.

The Technical Proposal shall be arranged and include content as described below:

Section 1 - Executive Summary

The executive summary shall include the following information:

- Provide the legal name of the entity responding to this proposal.
- Provide the business type of the entity responding to this proposal (i.e. Joint Venture, Partnership, etc).
- Include a brief statement of approach to the work, understanding of the project's goals and objectives and demonstrated understanding of the project's potential problems and concerns.

Section 2 – Project Approach

1. Name, address and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.
2. Describe your approach to delivering comprehensive health services to the inmates. Your approach must address initial identification and referral; access to care; and follow-up care and monitoring of treatment.
3. Provide a plan which demonstrates your approach to discharge /re-entry planning and include how you will identify the community based programs that inmates may require upon release and discuss the process of transitioning the inmate into the community.
4. Describe your approach to utilization management; review and analysis of the utilization of off-site service referrals including subspecialty and inpatient stays; demonstrate that the use of outside services has been appropriate (medically necessary) and that the length of stay (if applicable) is monitored.
5. Describe what efficiencies can be achieved by the County as a result of

contracting with one firm to provide both services and how soon the efficiencies identified can be implemented.

6. The Service Provider shall provide the name and type of equipment that will be used for Telemedicine, electronic medical records system and the electronic medication administration record. The service provider must also provide the locations where the systems are currently installed and the length of time the systems have been in use at those locations.

Section 3 – Project Team Qualifications/Qualifications of Key Personnel

1. Provide resumes for the following positions being proposed for this project:
 - Medical Director - licensed, board certified internist or family practitioner, with a minimum of three (3) years experience in correctional health care and/or a comparable clinical environment.
 - Mental Health Director – licensed, board certified psychiatrist with a minimum of three (3) years experience in correctional health care and/or a comparable clinical environment.
 - Health Services Administrator - a minimum of three (3) years experience in correctional health care and/or a comparable clinical environment.
 - Director of Nursing - licensed registered nurse, with a minimum of three (3) years experience in correctional health care and/or a comparable clinical environment.
2. Each resume should be limited to no more than three (3) pages per person and be organized according to the following:
 - Name and Title
 - Professional Background
 - Current and Past Relevant Work Experience
 - Include two (2) references for each key personnel member on similar projects
3. Include the role and responsibilities that each key personnel member will perform on this project.
4. Provide an organizational chart depicting all positions identified to be required under this project.

Section 4 – Relevant Project Experience

Identify three (3) projects where the Proposer has provided comprehensive correctional health services that includes; physical health, mental health and dental care in a correctional setting with entities comparable to Fulton County within the past three (3) years. Such entities include cities and/or counties which have jail facilities with 2000 inmates or more. Limit your response to one (1) page per project; please provide the following information for each project:

- The name of the facility, years performed and the facility location.
- A description of the services provided.
- A reference, including a contact name, addresses and phone number. This reference should be the facility staff member who was in charge of the project for the city or county.

Section 5 – Proposer Financial Information

It is the policy of the County to conduct a review of a firm's financial responsibility in order to determine the firm's capability to successfully perform the work.

If submitting as a Joint Venture, Partnership, Limited Liability Corporation or Limited Liability Partnership, the financials must be submitted for each entity that comprises the prime Service Provider.

The following documentation is required in order for the County to evaluate financial responsibility:

- (1) Provide audited financial statements for the last three (3) years, including income statements, balance sheets, and any changes in financial position.
- (2) The latest quarterly financial report and a description of any material changes in financial position since the last audited financial statement.
- (3) Proposer's most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report.
- (4) Identify any evidence of access to a line or letter of credit.

Section 6 - Availability of Key Personnel

- (1) Percentage of time key personnel will spend on this project
- (2) Current workload of key personnel

Section 7- Location of Firm

Local Preference is given to businesses that have a business location within the geographic boundaries of Fulton County. In order to receive the Local Preference points of ten (10) points the Proposer must provide one (1) of the following supporting documentation to the Department of Purchasing & Contract Compliance:

1. Copy of occupational tax certificate (business license);
2. Copy of a lease or rental agreement;
3. Proof of ownership interest in a location within the geographical boundaries of Fulton County.

The term business location means a physical structure, office or suite but does not include a post office box or a temporary job or project site location. If submitting as a Joint Venture or Partnership, provide a copy of the Joint Venture or Partnership agreement including the business address of all members.

Failure to provide the required supporting documentation with your proposal submittal shall result in your firm receiving a "0" (zero) for Local Preference.

Section 8 – Disclosure Form and Questionnaire

It is the policy of Fulton County to review the history of litigation of each Proposer that includes bankruptcy history, insolvency history, civil and criminal proceedings, judgments and termination for cause in order to determine whether a firm's business practices, legal practices and overall reputation in the industry is one that would be acceptable to perform work for Fulton County. The Disclosure Form and Questionnaire is provided in Section 5, Proposal Forms, Form D.

Section 9 – Cost

The respondent with the lowest total cost will receive the full 10 points. For respondents with the second, third, fourth, etc., their total costs will be divided into the lowest cost and multiplied by 10, the total points allowed for cost.

The County has established the following formula to evaluate cost proposals for Request for Proposals (RFP):

Lowest cost submitted

Each successive cost X Points allocated for cost in RFP = Cost proposal score

3.5 COST PROPOSAL FORMAT AND CONTENT

The Cost Proposal shall be provided in a **separate sealed envelope**. The Cost Proposal shall include current information and shall be arranged and include content as described below:

Section 1 - Introduction

The Proposer shall include an introduction which outlines the contents of the Cost Proposal.

Section 2 - Completed Cost Proposal Forms

The Proposer is required to complete **all** of the Cost Proposal Forms provided.

Cost Proposal Instructions

The annual cost shall include all personnel, equipment, supplies, materials, management systems, and all other costs as required to provide this service as identified in this Request for Proposal.

Cost Proposal Form 1 (Required)

Complete Cost Proposal Form 1 using the Minimum Fulton County Jail Staffing Requirements provided in Section G, Item 20 (a) of 128 FTEs. The cost submitted on Cost Proposal Form 1 will be used to evaluate the total cost for each Proposer.

Your proposal shall be considered non-responsive if Cost Proposal Form 1 is not completed and submitted.

Cost Proposal Form 2 - Alternate Proposal (Optional)

The submittal of an Alternate Proposal is optional. The Proposer must provide a staffing plan that includes the positions necessary in sufficient numbers to provide all services required in this Request for Proposal. The Proposer shall indicate beside each position description the number of FTE's that will be supplied 365 days.

At a minimum the following positions are required:

1. Health Services Administrator
2. Medical Director
3. Mental Health Director (Psychiatrist)
4. Director of Nursing

Alternate proposals may be considered if the proposal is selected.

COST PROPOSAL FORM 1 (REQUIRED)

Item Number	Expense category	YEAR 1 Itemized Expense category Cost	YEAR 2 Itemized Expense category Cost	YEAR 3 Itemized Expense category Cost	YEAR 4 Itemized Expense category Cost	YEAR 5 Itemized Expense category Cost
1.	Total Base Cost Yearly	\$	\$	\$	\$	\$
2.	Total Base Cost Monthly	\$	\$	\$	\$	\$
3.	Total Base Cost per inmate per month	\$	\$	\$	\$	\$
4.	Cost Per Inmate over 2800 inmates	\$	\$	\$	\$	\$

Your proposal shall be considered non-responsive if Cost Proposal Form 1 is not completed and submitted.

COST PROPOSAL FORM 2 – ALTERNATE PROPOSAL

Item Number	Expense category	YEAR 1 Itemized Expense category Cost	YEAR 2 Itemized Expense category Cost	YEAR 3 Itemized Expense category Cost	YEAR 4 Itemized Expense category Cost	YEAR 5 Itemized Expense category Cost
1.	Total Base Cost Yearly	\$	\$	\$	\$	\$
2.	Total Base Cost Monthly	\$	\$	\$	\$	\$
3.	Total Base Cost per inmate per month	\$	\$	\$	\$	\$
4.	Cost Per Inmate over 2800 inmates	\$	\$	\$	\$	\$

SECTION 4 EVALUATION CRITERIA

4.1 PROPOSAL EVALUATION – SELECTION CRITERIA

The following criteria will be used to evaluate the proposals submitted in response to this RFP:

Evaluation Criteria	Weight
Project Approach	30%
Project Team Qualifications/Qualifications of Key	20%
Relevant Project Experience	15%
Financial Responsibility	5%
Availability of Key Personnel	5%
Location of Firm	10%
Disclosure Form and Questionnaire	5%
Cost Proposal	10%
TOTAL POINTS	100%

SECTION 5 PROPOSAL FORMS

5.1 INTRODUCTION

To be deemed responsive to this RFP, Proposers must provide the information requested and complete in detail all Proposal Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Proposal Forms. Proposers should reproduce each Proposal Form, as required, and complete the appropriate portions of the forms provided in this section.

Form A - Certification Regarding Debarment

Form B - Non-Collusion Affidavit of Bidder/Offeror

Form C - Certificate of Acceptance of Request for Proposal Requirements

Form D - Disclosure Form and Questionnaire

Form E - Declaration of Employee-Number Categories

Form F - Georgia Security and Immigration Contractor Affidavit/Agreement

Form G – Georgia Security and Immigration Subcontractor Affidavit

5.2 PROPOSAL FORMS DESCRIPTION

The following paragraphs present an overview of each Proposal Form required.

5.2.1 Certification Regarding Debarment

Proposer shall complete and submit Form A, which certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency.

5.2.2 Non-Collusion Affidavit of Bidder/Offeror

The Proposal shall include a copy of Proposal Form B, executed by an authorized officer of the corporation. Proposals developed by a joint venture shall be similarly executed by all joint venture participants.

5.2.3 Certificate of Acceptance of Request for Proposal Requirements

Proposer shall complete and submit Form C, which certifies that Proposer has read the solicitation including all addenda, exhibits, attachments and appendices.

5.2.4 Disclosure Form and Questionnaire

Proposer shall complete and submit Form D, which requests disclosure of business and litigation.

5.2.5 Declaration of Employee-Number Categories

Proposer shall complete and submit Form E, which requests the employee-number category applicable to your company.

5.2.6 Georgia Security and Immigration Contractor Affidavit and Agreement

Proposer shall complete and submit Form F, in order to comply with the requirements of O.C.G.A. 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02.

5.2.7 Georgia Security and Immigration Subcontractor Affidavit

Proposer shall ensure that any subcontractor(s) that will be utilized for this project shall complete and submit Form G, Subcontractor Affidavit.

FORM A: CERTIFICATION REGARDING DEBARMENT

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.

- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

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

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.

- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

DEBARMENT ORDINANCE

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

(a) *Authority to suspend.*

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed

three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

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

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

Failure to fully and truthfully provide the information required, may result in the

disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

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

On this _____ day of _____, 20__

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

STATE OF GEORGIA

COUNTY OF FULTON

FORM B: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

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

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

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

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 20__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

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

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

FORM C: CERTIFICATE OF ACCEPTANCE OF REQUEST
FOR PROPOSAL REQUIREMENTS

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

Company: _____

Signature: _____

Name: _____

Title: _____ Date: _____

(Affix Corporate Seal)

FORM D: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

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

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid.

Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

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

LITIGATION DISCLOSURE:

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

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

engaging in any type of business practice, or otherwise eliminating any type of business practice; and

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

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most

recent filings with the Securities and Exchange Commission (“SEC”) may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

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

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

[SIGNATURES ON NEXT PAGE]

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

On this _____ day of _____, 20__

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

This _____ day of _____, 20__

(Notary Public) (Seal)

Commission Expires _____
(Date)

FORM E: DECLARATION OF EMPLOYEE-NUMBER CATEGORIES

Please affirmatively indicate by checking the appropriate box the employee-number category applicable to your organization:

- 500 or more employees
- 100 or more employees
- fewer than 100 employees

Organization Name: _____

I certify that the above information is true and correct and that the classification noted is applicable for this Project.

Signed: _____

Printed: _____

Title: _____

Date: _____

**FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR
AFFIDAVIT**

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit. The affidavit should be executed by Contractors with 100 or more employees.

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT
AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** _____ on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontract Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR
AFFIDAVIT**

Instructions:

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** _____ behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontract Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

SECTION 6

CONTRACT COMPLIANCE REQUIREMENTS

6.1 NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners (“Board”) that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

Equal Business Opportunity Plan (EBO Plan): In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The Plan **must** identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups. (Ex: subcontracting, joint venturing, etc.)
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*. (Ex: media solicitation directed to M/FBEs, contacting Fulton County certified M/FBEs listed in the M/FBE Directory, etc.)

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

Prompt Payment: The prime contractor **must** certify in writing and **must** document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors,

sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

6.2 REQUIRED FORMS AND EBO PLAN

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the proposal being deemed non-responsive.

- Exhibit A – Promise of Non-Discrimination
- Exhibit B – Employment Report
- Exhibit C – Schedule of Intended Subcontractor Utilization
- Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
- Exhibit E – Declaration Regarding Subcontractors Practices
- Exhibit F – Joint Venture Disclosure Affidavit
- Equal Business Opportunity Plan (EBO Plan). This document is not a form rather a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.

The following document must be completed as instructed if awarded the project:

- Exhibit G – Prime Contractor’s Subcontractor Utilization Report

All Contract Compliance documents (Exhibits A – F and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked “Contract Compliance”. The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/We (_____),
Name

_____ Title _____ Firm Name
Hereinafter “Company”, in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

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

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EXHIBIT B – EMPLOYMENT REPORT

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

EMPLOYEES

CATEGORY	NATIVE AMERICAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CAUCASIAN AMERICAN		OTHER	
	M	F	M	F	M	F	M	F	M	F	M	F
Male/Female												
Mgmt/Official												
Professional												
Supervisors												
Office/ Clerical												
Craftsmen												
Laborers												
Other (specify)												
TOTALS												

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

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

Submitted by: _____ **Date Completed:** _____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

Prime Bidder/Proposer: _____

ITB/RFP Number: _____

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

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

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

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

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ **COUNTY CERTIFIED**** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ **PERCENTAGE VALUE:** _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE);**

Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.

SUBCONTRATOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRATOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRATOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRATOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

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

certification.

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

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

Signature: _____ **Title:** _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT D

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

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

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

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

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

(Prime Bidder)

(Subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Date _____ Date _____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

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

_____ hereby declares that it is my/our intent to
(Bidder)

perform 100% of the work required for _____
(ITB/RFP Number)

(Description of Work)

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

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

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ **Title:** _____ **Date:** _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No. _____

Project Name _____

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

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

1. Firms:

1) **Name of Business:** _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

2) **Name of Business:** _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

3) **Name of Business:** _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

Note: Attach additional sheets as required

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

12. The authority of each joint venturer to commit or obligate the other: _____

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority

firm or the joint venture: _____

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

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

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

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

FOR _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

On this ____ day of _____, 20____, before me, appeared _____, the undersigned officer, personally appeared _____, known to me to be the person described

in the foregoing Affidavit and acknowledges that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

Nortary: _____ **Date:** _____
My Commission Expires: _____

Section 6

Inmate Physical and Mental
Health Services

6-18

10RFP07062010A-CC

Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 612-6300, for further assistance.

SECTION 7
INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management Provisions Medical 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	\$100,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$100,000

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

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

Fire Damage	Limits	\$ 100,000
CGL - No Exclusion for Sexual Abuse Allegations		

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits	Each Occurrence	\$500,000
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(Including operation of non-owned, owned, and hired automobiles).

4. UMBRELLA LIABILITY

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

Contract Value – Under \$5,000,000	Per Claim/Aggregate	\$1,000,000/\$2,000,000
Contract Value - \$5,000,000 - \$10,000,000	Per Claim/Aggregate	\$2,000,000/\$4,000,000
Contract Value – Over \$10,000,000	Per Claim/Aggregate	To Be Determined (TBD)

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

If General Liability and Professional Liability (Malpractice) and Umbrella coverage 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.

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 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 Subcontractor. 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 – Department of Purchasing & Contract Compliance
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: _____

**SECTION 8
SAMPLE CONTRACT**

[Insert Sample Contract following this page]



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
PROJECT NUMBER
PROJECT TITLE
For
DEPARTMENT NAME

Index of Articles

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CONTRACT AGREEMENT

Consultant: *[Insert Consultant Name]*
Contract No.: *[Insert Project Number and Title]*
Address: *[Insert Consultant Address]*
City, State
Telephone: *[Insert Consultant telephone #]*
Facsimile: *[Insert Consultant Facsimile #]*
Contact: *[Insert Consultant Contact Name]*
[Insert Consultant Contact Title]

This Agreement made and entered into effective the _____ day of _____, 20____ by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **[Insert Consultant Company Name]** to provide professional consulting services in Georgia, hereinafter referred to as "**Consultant**".

WITNESSETH

WHEREAS, County through its *[Insert User Department Name]* hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Consultant to perform *[Insert project description/services to be provided]*, hereinafter, referred to as the "**Project**".

WHEREAS, Consultant has represented to County that it is experienced and has qualified and local staff available to commit to the Project 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 Consultant agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Consultant, and Consultant 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 [where applicable];
- V. Exhibit C: Scope of Work

- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Office of Contract Compliance Forms;
- IX. Exhibit G: Insurance and Risk Management Forms

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Policy and Procedure 800-6 governing change orders, is signed by the County's and the Consultant'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) portions of Consultant's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on **[Insert Board of Commissioners approval date and item number]**.

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 Consultant agree the Project is to perform **[Insert project description]**. 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**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Consultant shall not be construed to exceed those services specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Services.

ARTICLE 5. **DELIVERABLES**

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable

by County at no additional cost at the end of the project.

ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

Consultant shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. 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 Consultant 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. Consultant may rely upon written consents and approvals signed by County's authorized representative that are consistent with County rules and regulations.

ARTICLE 7. **MODIFICATIONS**

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project 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**

Consultant shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 9. CONTRACT TERM

[Insert contract term and any renewal options]

ARTICLE 10. COMPENSATION

Compensation for work performed by Consultant on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

The total contract amount for the Project shall not exceed *[Insert amount approved by BOC]*, which is full payment for a complete scope of services.

ARTICLE 11. PERSONNEL AND EQUIPMENT

Consultant shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Consultant on all manners pertaining to this contract.

Consultant 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 Consultant under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or subcontractor performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant'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.

ARTICLE 12. SUSPENSION OF WORK

Suspension Notice: The County may by written notice to the Consultant, 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 Consultant 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 Consultant will immediately resume performance under this Agreement as required in the notice.

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 [insert user department name] designated representative. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Consultant 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, 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 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 substantial evidence. In connection with any appeal proceeding under this clause, Consultant 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, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision [insert user department name] of the designated representative.

ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Consultant 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 thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Consultant 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 completion of the work within the specified time period, or any extension or tolling there of, 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

- (4) The County may, by written notice to Consultant, terminate Consultant'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, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant'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 Consultant to complete the project.

ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

ARTICLE 16. WAIVER OF BREACH

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

ARTICLE 17. INDEPENDENT CONTRACTOR

Consultant 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 Consultant or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 18. PROFESSIONAL RESPONSIBILITY

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

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

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

ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS

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

ARTICLE 20. ACCURACY OF WORK

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Consultant 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 Consultant. Consultant 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

Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to consultant until Consultant complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Consultant.

ARTICLE 22. INDEMNIFICATION

The Consultant 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 Consultant to perform its obligations under this Agreement; (2) the negligent, intentional or willful misconduct of the Consultant or any of its officers, directors, employees, representatives, agents or Subcontractors in connection with this Agreement; (3) Consultant's fault; or (4) the performance of the Consultant's obligations under this Agreement. The Consultant shall also indemnify the County to the extent provided elsewhere in this Agreement. To the extent there is a determination that Consultant has acted as an agent of the County, the Consultant is specifically excluded from the term "agent" mentioned in the previous sentence, such that Consultant will be required to comply with the requirements of this Article. Consultant's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall also included but not 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 produce or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. Consultant shall not indemnify or hold harmless the County for the sole acts or omissions of employees or officers of the County. Consultant 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 Consultant. These Consultant indemnities shall not be limited by reason of the listing of any insurance coverage.

These indemnity provisions are for the protection of the County indemnities 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

Consultant 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, maps, data and studies prepared by Consultant 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 [insert user department name].

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 Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant 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**

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant 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 **[Insert User Department Representative for project]**. All electronic files used in connection to this Agreement, which are 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 Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the **[Insert User Department Representative for project]**, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County or **[Insert User Department Representative for project]**. 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**

Consultant 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 Consultant for the purpose of securing business and that Consultant 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

Consultant 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:

Consultant 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. Consultant 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**

Consultant 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**

Consultant shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Consultant without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant 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 engineers, surveyors, draftsmen, clerical and technicians 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. Consultant 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 may deem necessary, Consultant shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County 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. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the

area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project 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 or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

ARTICLE 32. ACCOUNTING SYSTEM

Consultant shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Consultant must account for cost 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 either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and 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:

[Insert User Department Representative Position for project]

[Insert User Department Address]

Atlanta, Georgia 30303

Telephone:

Facsimile:

Attention: **[Insert User Department Representative for project]**

With a copy to:

Fulton County Department of Purchasing & Contract Compliance
Interim Director
130 Peachtree Street, Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 730-5800
Facsimile: (404) 893-6273
Attention: Felicia Strong-Whitaker

Notices to Consultant shall be addressed as follows:

[Insert Consultant Representative for project]

[Insert Consultant Address]

Telephone:

Facsimile:

Attention: **[Insert Consultant Representative for project]**

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 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, Consultant agrees as follows:

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

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

Section 36.03 Consultant 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 Consultant 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 Consultant 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. The Consultant acknowledges that any documents or computerized data provided to the County by the Consultant may be subject to release to the public. The Consultant also acknowledges that documents and computerized data created or held by the Consultant in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Consultant shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Consultant shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Consultant. The Consultant shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 39. CONSULTANT'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 Consultant 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 the Consultant and the County, such that the Consultant'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

Consultant shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. 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 actual stage of completion.

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 Consultant 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: Consultant shall submit all invoices in original and one (1) copy to:

[Insert User Department Representative Position for project]

[Insert User Department Address]

Atlanta, Georgia 30303

Telephone:

Facsimile:

Attention: **[Insert User Department Representative for project]**

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

Optional: [A narrative of one (1) page only, listing the scope of services billed for shall accompany each invoice.]

County's Right to Withhold Payments: The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Consultant when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

Payment of Sub-consultants/Suppliers: The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Consultant is unable to pay sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime Consultant shall pay all sub-consultants or supplier funds due from said progress 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 Consultant; Release. The acceptance by the Consultant 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 Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant within five (5) 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 Consultant 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 Consultant 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.

ARTICLE 42. WAGE CLAUSE

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant 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.

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

CONSULTANT:

[Insert Consultant COMPANY NAME]

John H. Eaves, Commission Chair
Board of Commissioners

ATTEST:

[Insert Name & Title of person authorized to sign contract]

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:

***[Insert Department Head Name
Insert Department Head Title]***

ADDENDA

Instructions for Users: Acknowledgement(s) of any addenda should be inserted behind this cover sheet.

EXHIBIT A

GENERAL CONDITIONS

Instructions for Users: Insert any General Conditions that were in the solicitation document behind this cover sheet.

Example: "Fulton County Purchasing Department Request For Proposal (RFP) General Requirements".

EXHIBIT B

SPECIAL CONDITIONS

Instructions for Users: Insert any Special Conditions that were in the solicitation document behind this cover sheet. If no Special Conditions were required, on a separate page behind this cover page please use the following language:

No Special Conditions were required for this Project

EXHIBIT C

SCOPE OF WORK

Instructions for Users: Insert the detailed Scope of Work to be provided by the Consultant behind this cover sheet.

EXHIBIT D

PROJECT DELIVERABLES

Instructions for Users: Insert any Project Deliverables to be provided by the Consultant behind this cover sheet.

EXHIBIT E

COMPENSATION

Instructions for Users: Insert the detailed Compensation to Consultant (payment to consultant providing service) behind this cover sheet.

EXHIBIT F

OFFICE OF CONTRACT COMPLIANCE FORMS

Instructions for Users: Insert the Contract Compliance forms submitted by the Consultant. Please contact Contract Compliance to insure you have the correct forms. Insert forms behind this cover sheet.

EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS

Instructions for Users: Insert the following information behind this cover sheet.

1. Insurance and Risk Management Provisions from Solicitation Document

The following information should be inserted after you have received submittals from the Consultant:

2. Certificate of Insurance
3. Payment Bonds (if applicable)
4. Performance Bonds (if applicable)

**SECTION 9
EXHIBITS**

EXHIBIT 1

Required Proposal Submittal Check List for Request to Proposal (RFP)

The following submittals shall be completed and submitted with each proposal (see table below "Required Bid Submittal Check List."). Please check to make sure that the required submittals are in the envelope before it is sealed. Failure to submit all required submittals may deem your proposal non-responsive.

Submit one (1) Original proposal and ____ () **complete** copies of the Original Proposal including all required documents.

Item #	Required Bid Submittal Check List	Check (√)
1	One (1) Proposal marked " Original ", ____ () copies	
2	Technical Proposal	
3	Cost Proposal (submitted in a separate sealed envelope)	
4	Financial Information (submitted in a separate sealed envelope)	
5	Acknowledgement of each Addendum	
6	Technical Evaluation Content (Section 3.6) Executive Summary Project Approach Project Team Qualifications/Qualifications of Key Personnel Relevant Project Experience Proposer Financial Information Availability of Key Personnel Location of Firm Disclosure Form and Questionnaire	
7	Purchasing Forms Form A: Certificate Regarding Debarment Form B: Non-Collusion Affidavit of Bidder/Offeror Form C: Certificate of Acceptance of Request Proposal requirements Form D: Disclosure Form & Questionnaire Form E: Declaration of Employee-Number Categories Form F: Georgia Security and Immigration Contractor Affidavit and Agreement Form G: Georgia Security and Immigration Subcontractor Affidavit	
8	Office of Contract Compliance Requirements Exhibit A: Promise of Non-Discrimination Exhibit B: Employment Record Exhibit C: Schedule of Intended Subcontractor Utilization Exhibit D: Letter of Intent to Perform as Subcontractor Exhibit E: Declaration Regarding Subcontractor Practices Exhibit F: Joint Venture Disclosure Affidavit Exhibit G: Prime Contractor/Subcontractor Utilization Report Equal Business Opportunity Plan (EBO Plan)	
9	Risk Management Insurance Provisions Form	
10		

FEDERAL CONSENT ORDER

ORIGINAL

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

**FILED IN CLERK'S OFFICE
U.S.D.C. Atlanta**

DEC 2 2005

LUTHER D. THOMAS, Clerk

By: *J. Reed* Deputy Clerk

**FREDERICK HARPER, individually and on
behalf of all present and future inmates in the
Fulton County Jail in Atlanta, Georgia,**

Plaintiff,

v.

**DEPUTY TYRONE BENNETT, individually;
and FULTON COUNTY, GEORGIA; FULTON
COUNTY BOARD OF COMMISSIONERS,
KAREN HANDEL, Chairperson, ROB PITTS,
EMMA I. DARNELL, WILLIAM EDWARDS,
TOM LOWE, NANCY BOXILL, members, in
their official capacities;**

Defendants,

**MYRON FREEMAN, Fulton County Sheriff,
in his official capacity,**

Defendant and Third Party Plaintiff,

v.

**JIM DONALD, Commissioner Georgia,
Department of Corrections in his official capacity,
and the GEORGIA DEPARTMENT OF
CORRECTIONS,**

Third-party defendants.

CIVIL ACTION

NO. 04-CV-1416-MHS

CONSENT ORDER

I. Introduction

1. This Consent Order resolves the dispute between the Plaintiffs, a class of inmates who are now or will be incarcerated in the future at the Fulton County Jail facilities in Atlanta, Georgia, and the Defendants, Fulton County, Georgia; the Fulton County Board of Commissioners and its members, in their official capacities; the Sheriff of Fulton County, in his official capacity, and the Commissioner of the Georgia Department of Corrections, in his official capacity, regarding conditions at the Fulton County Jail. The term "Defendants" herein refers to all of these defendants and their successors, agents, and assigns, with the exception of the Commissioner of the Georgia Department of Corrections and the Georgia Department of Corrections. The term "County Defendants" refers to Defendants Fulton County and the Fulton County Board of Commissioners and its members in their official capacities. The term "Sheriff" refers to the Sheriff of Fulton County in his official capacity. The term "State Defendants" refers to the Commissioner of the Georgia Department of Corrections and the Georgia Department of Corrections. Unless otherwise expressly provided herein, any obligations of this Consent Order related to the physical condition or maintenance of jail facilities shall not be the responsibility of the State Defendants.

2. Plaintiff Frederick Harper brought this action on June 22, 2004, pursuant to 42 U.S.C. § 1983, seeking compensatory and punitive damages, and

preliminary and permanent injunctive relief and declaratory relief for violations of his rights under the Eighth and Fourteenth Amendments of the U.S. Constitution. In his amended complaint, the Plaintiff alleges that he, and all people at the Jail, were confined in unconstitutional living conditions due to an excessive number of inmates in the Jail, an inadequate number of detention officers to ensure their safety, the breakdown of the ventilation, plumbing and laundry systems, and other circumstances.

3. The conditions at the Jail were described in a report of Dr. Robert Griefinger dated May 31, 2004, which is appended to this Consent Order as Appendix A.

4. The parties agree that Dr. Greifinger's report accurately described the conditions at the Jail on May 26-27, 2004 and agreed on July 7, 2004, to the appointment of a receiver by the court. See Consent Order of July 7, 2004, entered herein. On July 14, the Court appointed John Gibson as the Receiver. Order Appointing Receiver of July 14, 2004, filed herein. The Court swore John Gibson in as receiver on July 23, 2004, and he immediately took charge of the Jail. He served until January 1, 2005, when the newly elected sheriff of Fulton County assumed responsibility for the Jail.

5. The Plaintiffs, the Fulton County Sheriff, and the County Defendants have reached agreement as set out in this Consent Order with regard to all claims

for declaratory and injunctive relief on behalf of the class. Defendant Department of Corrections has agreed to perform the obligations imposed by it under this Consent Order. The parties agree that Dr. Greifinger's letter of May 31, 2004 and his September 14, 2004 follow-up report (Appendix A) provide an adequate factual basis for the Court to assess the conditions at the Jail and make findings herein.

6. The Court shall retain jurisdiction to enforce the terms of this Consent Order as provided by law.

7. The parties agree that a violation of the terms and conditions of this consent order does not alone establish the existence of unconstitutional conditions at the Jail or that any violation of an inmate's constitutional rights has occurred. No citation of contempt shall be issued for violation of the terms of this Order unless the dispute resolution procedures set out in Paragraph 112 have first been invoked and unless the Court has made a finding that such violation has led to unconstitutional conditions of confinement at the Jail or that the violation has led to violation of the constitutional rights of an inmate.

II. Definitions and Descriptions

8. The terms "Jail" and "Fulton County Jail" refer to the three facilities presently operated by the Fulton County Sheriff as the Fulton County Jail: the main building at 901 Rice Street which has a capacity of 2250 inmates, the Bellwood

Annex which has a capacity of 200, and the Marietta Annex which has a capacity of 100.

9. The main jail at 901 Rice Street consists of a three-story low rise structure joined to an elevator tower, providing access to two housing towers, designated the North Tower and the South Tower. The North side of the jail has seven floors where inmates are housed; the South side of the jail has six. Each such floor has six cellblocks, each containing 16 to 18 cells and a dayroom. Each floor also has a unit for exercise and an all-purpose unit used for sick call, legal and family visitation, counseling, and other purposes.

10. "Zone" refers to any one of the cellblocks, units for exercise or multi-purpose units.

11. "Staff" refers to any and all individuals involved in the administration of the Jail, deputies, detention officers, security specialists, and other employees, whether sworn deputies or civilian, and any other agents, successors, and assigns.

As used herein, "uniformed officer" refers to personnel trained and qualified to supervise inmates in the jail, whether sworn deputies of the Sheriff's office or civilians trained for such duties.

III. Terms and Conditions Necessary to Prevent Overcrowding, Provide for Appropriate Staffing, and Reduce Processing Time

A. Staffing and Security

12. The number of uniformed officers at the Rice Street facility and the two annexes shall not be decreased below the level authorized on June 1, 2005, unless such decrease is authorized by order of this Court. See Appendix B. The Board of County Commissioners shall not "freeze" or otherwise prevent the filling of positions presently authorized for security staff at the jail facilities without leave of this Court.

13. All Staff shall be trained with regard to the Jail's Jail Bureau Policies and Procedures Standard Operations Manual and be required to consult and follow the policies and procedures contained in it.

14. The Sheriff shall assign sufficient detention staff to provide transport, security and other functions necessary for the provision of medical care. The County Defendants shall provide sufficient detention staff for regular sick call and the prompt distribution of medications in all three facilities, and for prompt transport of inmates to and from any medical appointments or needed medical care, either in the facility or in the community. The Sheriff shall train detention staff to recognize and respond appropriately to signs and symptoms of mental illness.

15. The Sheriff shall require detention staff assigned to each floor to conduct security rounds inside each zone every hour.

16. All cell doors at the Jail shall be equipped with functioning locks which can be opened remotely from the tower. These locks shall be maintained in good working order.

17. All housing units shall have functioning emergency call buttons or intercoms in the day room at all times. On the medical floor of the Jail, each cell shall have a functioning emergency call button. Emergency call buttons and intercoms shall remain on except for good reason documented. This documentation shall be maintained as a log at the Jail.

B. Population Limits and Housing

18. The population of the 901 Rice Street facility shall not exceed an average of 2250 inmates daily in any calendar month so long as all housing units are being utilized. If one or more cellblocks are not being used, the population shall be reduced by the number of inmates normally housed in that part of the Jail. Other population figures in this Consent Order shall be adjusted in this manner. The population of Bellwood shall not exceed 200, and Marietta shall not exceed 100.

19. No inmate shall be required to sleep on the floor.

20. No more than two inmates shall be housed in a cell.

21. Defendant Commissioner of the Georgia Department of Corrections shall ensure that all inmates eligible for transfer to state prison facilities will be

removed from the Fulton County Jail or any other facility operated or leased for the housing of arrestees or inmates by the Fulton County Sheriff on a priority basis and transferred to a state facility as soon as possible after receipt of the paperwork necessary to effect the transfer.

C. Processing of Releases

22. The Sheriff shall implement and maintain procedures to provide for the release of Inmates from the Jail within a reasonable period of time, not to exceed 24 hours after receipt of court documents establishing that the inmate has received a signature bond, been authorized to post and has posted bond, had the charges against them dismissed, or otherwise become eligible for release. (The parties acknowledge that this time period may be exceeded for inmates subject to unreleased holds from other counties or governmental authorities.) The Sheriff will take all reasonable and prudent measures available to reduce the release time as much as possible and shall provide to the court and all parties to this Consent Order a monthly report of all inmates detained more than 24 hours after receiving a signature bond, posting bond, having the charges against them dismissed, or otherwise becoming eligible for release. The report shall state how long the inmate was detained after becoming eligible for release and the reason the detention exceeded 24 hours.

23. The Clerk of Fulton County Superior Court shall work with the Sheriff to accomplish real time disposition of court cases.

24. The Fulton County State Court shall work with the Sheriff to implement first appearance hearings at the jail beyond normal business hours by the use of video-conferencing, a judicial officer conducting such hearings at the jail, or other means.

IV. Other Terms And Conditions

A. Staffing and Security

25. The Sheriff shall assign at least three uniformed officers to supervise the inmates in the six cellblocks on each side of each floor at the Rice Street facility on all shifts seven days a week. In addition, one supervisor shall be stationed on each floor and at least one person shall be stationed in the tower to observe the cellblocks on each side from the tower. The Sheriff shall report to the Court each month when there are fewer than three officers in a cellblock on any shift and the reason for there being fewer than three.

26. Whenever the number of inmates on the floor on one side at the Rice Street facility exceeds 224, the Sheriff shall deploy on that floor at least one additional uniformed officer for every 25 inmates over 200 on all shifts seven days a week until the population decreases to 204 or less. If the Sheriff is unable to deploy the officers required by this paragraph within 10 days after the number of

inmates requires it, the Sheriff shall find other housing for enough inmates to reduce the inmate population on the floor to a level for which he has the minimum staffing required by the provisions of this Consent Order.

27. If inmates are housed at those facilities, there shall be 5 officers and a supervisor at Bellwood and 3 officers and a supervisor at Marietta, for all shifts.

28. Maintaining sufficient personnel to meet these staffing levels 24 hours a day seven days a week is necessary for the safety and security of inmates and jail personnel and shall be a high priority of the Sheriff. The Sheriff shall employ various measures to maintain sufficient personnel, including, but not limited to the use of overtime, temporary reassignment of personnel, and filling any vacancies as promptly as possible.

29. The Sheriff shall maintain administrative staff at the Rice Street facility adequate to complete processing of: new inmates as soon as possible and no later than within 8 hours of commitment; inmates in time for first appearance on the next available court date; and inmates for release as soon as possible and in any event within 24 hours of notice and receipt from the court of paperwork establishing their eligibility for release.

30. The Sheriff shall ensure that detention staff shall conduct regular and random searches for weapons throughout inmate housing units, common areas, and all-purpose rooms.

31. The Sheriff shall ensure that there shall be sufficient detention staff to ensure that a detention officer is available to be present, as requested by the nurse, at all times during pill distribution.

B. Population Limits and Housing

32. The Sheriff shall maintain at the Jail a classification system that specifies at least three levels of custodial control. Any revisions in the classification system shall be documented, provided to counsel for the Plaintiffs, and maintained in the Jail Bureau Policies and Procedures Standard Operations Manual.

33. The Sheriff shall on a weekly basis notify the Chief Judge of the Superior and State Courts, the Chief Magistrate, the District Attorney, the Solicitor General, the chiefs of each police force in the county, the public defenders, and counsel for the Plaintiffs of the total population of the three jail facilities and the number of beds available for men and for women at the facilities on the day of the report.

34. The Sheriff shall on a daily basis provide the magistrates or judges conducting first appearance hearings in both Superior and State Court with the number of beds available for men and for women in the jail facilities before the start of first appearance hearings each day.

35. Whenever the inmate population at the Rice Street facility reaches or exceeds 2100 and other housing is not available, the Sheriff will take the following actions:

a. Notify the judges and magistrates of the State and Superior Courts, the District Attorney, the Solicitor General, and the chiefs of each police force in the county, that the Jail is near capacity, inform them of the number of beds available at the Jail and request that it be taken into account with regard to releasing arrestees on citation, setting bond, sentencing and sentencing modification,

b. Review inmate records for early releases or home arrest.

36. The Sheriff shall maintain a list of other facilities where beds are available. If the number of inmates in the Rice Street facility exceeds the number that can be housed two to a cell, the Sheriff may house inmates on bunks in the day rooms while making efforts to decrease the population and find alternative housing in order to reduce the overall inmate population to capacity within forty-five (45) days. If the population of the Rice Street facility remains over 2250 for twenty (20) consecutive days, the Sheriff shall find alternative housing, place inmates on home arrest pursuant to statute, implement early release, or take such other action as he deems appropriate to reduce the population to 2250.

37. In addition to the actions being taken by the Sheriff, if the Rice Street population exceeds 2250 for twenty (20) consecutive days, the Public Defender

shall provide a list of inmates deemed eligible for release to the District Attorney who shall examine such list to determine whether an agreement can be reached on the release of said inmates. If an agreement is not reached by the Public Defender and District Attorney, the list will be submitted to the Chief Judge who after review, may authorize the release of inmates from the list as deemed appropriate.

38. Whenever less than 15 or fewer beds remain available for women, the Sheriff shall take the measures set out in paragraph 35 in order to prevent, if possible, the number of women from exceeding the number of beds for women. If the number of women exceeds the number of permanent beds, two beds to a cell, for women by 10 or more for twenty days or more, the Sheriff shall find alternative housing, place inmates on home arrest pursuant to statute, implement early release, or take such other action as he deems appropriate to reduce the population so that it does not exceed the number of permanent beds, two beds to a cell, for women.

39. Upon inquiry, plaintiff's counsel shall be provided the Jail population count on any day.

C. Replacement, Repair and Preventive Maintenance of Mechanical, Plumbing and Electrical Systems

40. The maintenance of the physical structures that are used to house inmates by Fulton County, including the 901 Rice Street facility, the Bellwood Annex and the Marietta Annex, and the mechanical, plumbing, and electrical

systems shall be the responsibility of the County Defendants operating through the General Services Department of Fulton County.

41. The County Defendants shall inspect manholes 4 through 14 on the sewer line serving the Rice Street Facility no less than quarterly and shall pump these manholes as required to insure that sewage does not back up into the housing areas on the first floor of the Rice Street Facility. The County Defendants shall work with City of Atlanta officials to insure that there are no cross connections problems in the water and sewer pipes serving the Rice Street Facility and shall cause any such problems to be corrected as soon as practicable. In the event these actions do not lead to a resolution of the problem of sewage backing up into the housing areas, the County Defendants and the Plaintiffs will discuss and will bring to the Court for its review additional remedial actions needed to resolve the problem.

42. By July 1, 2009, County Defendants shall repair and upgrade as needed and appropriate the plumbing in the jail facilities, including but not limited to replacing fixtures in cells where needed; making such repairs as needed to ensure that all toilets, faucets and showers work properly; reinstalling those fixtures which are not properly affixed to the walls and the plumbing system; removing electrical hazards from showers; and, installing shutoff control devices.

43. The County Defendants shall by July 1, 2009, complete the following work at the 901 Rice Street facility:

- (a) replace the heating, ventilation and air conditioning equipment (HVAC), including the air handling units, terminal units and exhaust fans, associated ductwork and piping;
- (b) replace air grilles in the cells, dayrooms, corridors and support areas;
- (c) replace existing building energy management system with a direct digital control energy management system;
- (d) replace power disconnect and motor starter for all the HVAC equipment and modify electrical equipment to support new HVAC equipment;
- (e) install new lighting fixtures in all living areas in the towers at 901 Rice Street and salvage and reuse existing lighting fixtures in the low rise building at 901 Rice Street;
- (f) install new acoustic ceiling tile;
- (g) remove and replace chillers, cooling towers and chilled water pumps at the central plant.
- (h) upgrade the electrical capabilities of the facility at 901 Rice Street, including its generators, so that sufficient amounts of electricity are provided to the facility at all times and power outages are avoided.

44. The County Defendants shall by July 1, 2009, renovate the four employee/inmate elevators at 901 Rice Street as necessary to insure the safe and reliable operation of each elevator. The County Defendants shall by July 1, 2009, renovate the two public elevators at 901 Rice Street as necessary to insure the safe and reliable operation of each elevator.

45. The County Defendants shall issue requests for proposals to accomplish the goals of Paragraphs 42, 43, and 44 no later than November 1, 2005, and shall commence the renovations as soon as practicable thereafter.

46. The County Defendants, through the Fulton County General Services Department and retention of engineering, construction and other appropriate firms, shall bring all of the jail facilities into compliance with the electrical, fire, plumbing, mechanical and other applicable codes of Georgia and Fulton County.

47. The County Defendants, through the Fulton County General Services Department and/or consultants, contractors and other means, shall carry out a program of preventive maintenance to minimize disruptions of the operation of the jail facilities due to mechanical failures.

48. The County Defendants shall employ sufficient maintenance staff to identify maintenance needs, carry out routine maintenance and promptly make repairs where needed. When on-site maintenance staff is unable to repair some part of a critical system such as HVAC or heating, County Defendants shall

immediately secure a qualified person to make the repair. Dated work orders for both routine and extraordinary maintenance, including descriptions and dates of actions taken, shall be maintained at the Jail.

49. The Sheriff shall inform inmates of and shall have ready access to "Maintenance Repair Forms" such as the one appended as Appendix C to notify staff of maintenance needs. Maintenance Repair Forms shall be available to inmates at all times. The Sheriff shall arrange through a lock-box or other means a way for inmates to submit such forms. The Sheriff will screen requests to eliminate duplicate and frivolous requests.

50. Once notified by the Sheriff, the County Defendants shall address maintenance repairs in a timely fashion and in order of severity, as set forth in the maintenance contract. All responses to "Maintenance Repair" forms shall be documented and maintained at the Jail.

D. Ventilation and Temperatures

51. The Sheriff shall adopt and implement the "Excessive Heat Policy" appended hereto as Appendix D. The policy shall be included in the Jail's Jail Bureau Policies and Procedures Standard Operations Manual. A determination shall be made at medical screening at intake of those inmates vulnerable to heat injury, including aged or pregnant inmates, inmates with chronic illnesses, and

inmates taking certain medications and taken into account when establishing the inmate's medical profile.

52. The Sheriff shall ensure that the heat index is measured and reported on every shift where the reported ambient temperature is 80° or higher or the recorded heat index on the housing area is 88° or higher. Where the reported ambient temperature is 80 degrees or higher or the recorded heat index on the housing area is 88 degrees or higher then the "Excessive Heat Policy" shall be implemented by the Sheriff. Instruments used to measure temperatures and relative humidity shall be calibrated weekly.

53. The ventilation system in the cells shall provide at least fifteen (15) cubic feet per minute of circulated air per occupant. Additionally, cells shall have no less than four (4) air changes per hour.

54. The Sheriff shall provide inmates with additional clothing and blankets when the temperature falls below sixty-five (65) degrees Fahrenheit.

55. The Sheriff shall ensure that inmates being transferred from the Jail to the courthouse on a bus with no air conditioning shall be provided access to fresh ice water during the course of the trip and while waiting on the bus.

E. Environmental Health and Safety

56. The Sheriff shall provide inmates adequate cleaning supplies to clean and disinfect their living areas on a daily basis. When using cleaning supplies,

appropriate protective clothing and equipment shall be available for use by inmates and staff.

57. The Sheriff shall ensure that all safety and cleaning equipment is cleaned and stored in a safe manner. This equipment shall be maintained in good working order.

58. The Sheriff shall ensure that kitchen staff, including contracted employees and inmate workers, receive training which includes the reasons for and meaning of taking temperatures of food and delivering food quickly.

59. The Sheriff shall develop policies and procedures for maintaining the sanitation and environmental cleanliness of the Jail, which will be included in Jail Bureau Policies and Procedures Standard Operations Manual. Plaintiffs' counsel shall be permitted to review and comment on the policies and procedures prior to their final adoption.

60. The Sheriff shall ensure that all housing areas, including showers, sinks, and common areas are thoroughly and safely disinfected and cleaned on a regular basis to control mold and Staphylococcus.

61. The Sheriff shall ensure that the dishwashing machines in the Jail kitchen shall have a "final rinse" water temperature of one hundred-eighty degrees (180) Fahrenheit with a nozzle pressure of 15-10 psi. The time and conveyor

speed of water hitting the dish, utensil, or tray shall conform to the operating manual of the dishwasher.

62. The Sheriff shall cause the air quality in cells and day rooms to be documented by a qualified individual on a regular basis. This documentation shall be maintained at the Jail.

63. During the existence of this Consent Order, an environmental specialist retained by plaintiffs' counsel shall be allowed twice a year to inspect the Jail, speak with inmates and staff; inspect documents; take photographs of environmental conditions and take samples on a date and at a time approved by the Sheriff.

F. Plumbing

64. The County Defendants shall maintain toilets, showers, and sinks in good working order. The County Defendants shall develop a preventive maintenance schedule and policy for upkeep of the plumbing system.

65. All inmates in the Jail shall have access to fresh drinking water twenty-four (24) hours per day seven (7) days per week.

66. No inmate shall be housed in a cell with standing water in the cell. No inmate shall be housed in a cell with a toilet that does not work or a sink that does not work.

67. The County Defendants shall clean up any and all sewage leaks within two (2) hours of becoming aware of them.

68. The hot water temperature in all showers and sinks in the Jail shall be between one hundred (100) degrees and one hundred twenty (120) degrees Fahrenheit. There shall be at least one (1) working shower in each zone. All sinks shall have working cold and hot water.

69. All electrical wiring in showers shall be covered according to code such that no live wire is exposed.

G. Laundry

70. The Sheriff shall provide all inmates with at least three (3) sets of clean Jail uniforms and underwear per week upon being assigned to a housing zone. All inmate linens and towels shall be exchanged for clean linens and towels at least twice weekly.

71. The Sheriff shall permit only those inmates and staff trained in the proper use of all laundry equipment to use the equipment. Training shall include instructions regarding laundry procedures - how long clothes are to wash and dry, the amount of detergent to be used, the temperatures required to disinfect the materials being washed, the requirement that clothes be completely dry, and similar information - shall be maintained in writing.

72. The Sheriff shall maintain separate laundry carts for clean clothes and soiled clothes, and carts shall be clearly labeled indicating clean clothes or soiled clothes.

73. Dissolvable laundry bags shall be located in an area that is easily accessible during an emergency for collection of clothes, linens, and other laundry items that become contaminated with blood or bodily fluids.

H. Housing

74. All cells in the Jail shall be equipped with adequate lighting. Lighting in the cells shall be at least twenty (20) foot candles at desk level and at the grooming station pursuant to Jail Bureau Policies and Procedures Standard Operations Manual No. 1100-01.

75. All cells shall have a working day light. No inmate shall be confined in a cell without a working light.

76. Noise levels in the inmate housing units shall not exceed 70 dBA (A Scale) during the daytime and 45 dBA (A Scale) at night. "Night" shall be defined as from 11:00 p.m. until breakfast is served. "Daytime" shall consist of all other times. See Jail Bureau Policies and Procedures Standard Operations Manual No. 1100-03.

I. Legal and Family Visits

77. The Sheriff shall allow legal visits at the Jail from 7 a.m. until midnight seven days a week. The County Defendants shall install telephones in the attorney visiting booths to facilitate confidential communications between attorneys and clients.

78. The County Defendants shall ensure that all steel grating covering windows in any visitation booth shall be removed and replaced with plexiglass or glass panels that make it possible for the inmate to see the visitor.

J. Medical Care

79. The Sheriff shall require the medical vendor to ensure that medication administration records specify what medications are provided, when, and by whom. If the prescribed medications are not provided, these records shall specify the reason that they are not. All staff distributing medication must observe medications being taken by the recipient inmate as they are distributed.

80. The Sheriff shall ensure that all negative pressure indicators in the tuberculosis isolation rooms shall be checked and maintained in good working order. If a negative pressure indicator is broken, it shall be repaired promptly.

81. The Sheriff shall ensure that all dental equipment shall be re-sterilized prior to each use. All sterilization and re-sterilization procedures shall be clearly

documented in writing and followed at all times. This documentation shall be maintained at the Jail.

K. Inmates with Physical Disabilities

82. The County Defendants shall ensure that there is housing for men and women inmates with physical disabilities and such housing shall conform to applicable guidelines provided by the United States Department of Justice pursuant to the Americans with Disabilities Act ("ADA"), including but not limited to, wheel-chair accessible cells, bathroom facilities, and shower facilities; and handrails and ramps to access shower facilities.

83. The County Defendants shall ensure that visitation areas are accessible to physically impaired inmates or appropriate accommodation made to ensure that they have the same access to visitation as all other inmates.

L. Mentally Ill Inmates

84. The Sheriff shall cause a mental health screening to be conducted on each person brought to the Jail. If during the intake assessment, the inmate is able to identify credibly his or her medication, the intake nurse shall refer the inmate to the main clinic to a physician or a physician's assistant who will continue the medications immediately. There shall be no unreasonable disruption in the continuity of medication. The intake medical provider shall ask each inmate identifying their medication to sign a release of information so that confirmation of

any treatment and medication administration and other relevant information can be exchanged as soon as possible.

85. Defendants shall employ a full-time board-certified psychiatrist. The psychiatrist's duties shall include, but not be limited to, evaluating treatment plans; review the prescriptions provided to mental health inmates; and oversee the creation, implementation, and revision of policies and procedures addressing mental health inmates.

86. The Sheriff shall provide staff assigned to the Jail, the courthouse, and transport duty with training in recognizing, responding, and working with mentally ill and mentally retarded people.

87. The Sheriff shall ensure that when a mentally ill inmate is identified during intake, the discharge planners at the jail shall be notified promptly.

88. Agencies providing support services to mentally ill and homeless people, such as Social Security Administration and those trained in administering benefits, shall be provided reasonable access to inmates to determine their eligibility for public benefits and begin the process of applying before they are released.

89. The Sheriff shall provide or arrange transportation for mentally ill and homeless inmates who are ordered by the court to enter day reporting or in-house treatment facilities.

90. The Sheriff shall ensure that court-ordered evaluations of inmates for competency to stand trial, insanity or other reasons shall be conducted within one week of such order.

91. The Sheriff and the Fulton County Defendants shall ensure that mentally ill inmates found incompetent to stand trial but remaining at the Jail awaiting transfer to Georgia Regional Hospital shall be reviewed each month to determine whether competency has been regained or other placement may be located.

92. The Sheriff shall provide to the courts each week a list of inmates the jail staff has identified as having substantial mental health issues. This list will be distributed to Public Defenders, Superior Court Expeditors, and any other parties necessary to assist in making appropriate recommendations for disposal of their cases.

M. Safety and Emergency Procedures

93. Comprehensive emergency policies and procedures conforming to National Commission on Correctional Healthcare ("NCCHC") and American Correctional Association guidelines shall be developed and implemented by the Sheriff. The emergency policies and procedures shall provide for immediate and appropriate response to any medical, fire, severe weather, riot, or other unforeseen emergency that could arise, and provide for drills at least twice a year. The

comprehensive emergency policies and procedures shall be in writing and made a part of the Jail Bureau Policies and Procedures Standard Operations Manual.

Plaintiffs' counsel shall be provided an opportunity to review and comment on the policies and procedures prior to their final adoption.

94. The Sheriff shall ensure that all uniformed staff at the Jail are trained in the proper use of fire safety equipment. Training in the proper use of fire safety equipment shall include quarterly retraining. All staff training and re-training in the use of fire safety equipment shall be documented and maintained at the Jail.

95. The County Defendants shall ensure that all fire doors in the Jail shall be maintained in good working order. All emergency equipment shall be maintained in good working order.

96. The Sheriff shall ensure that all uniformed staff and contracted medical staff shall be trained in administering CPR, and appropriate devices to prevent the spread of disease shall be made available on each floor in case of emergency.

97. The Sheriff shall ensure that the Jail fire system and equipment shall be tested quarterly. The Jail fire system and equipment shall be inspected and maintained annually. All inspections and findings shall be documented and maintained at the Jail. All sprinkler heads in the Jail shall be checked periodically

to ensure that they are clean of any debris. All sprinkler heads shall be maintained in good working order.

98. The County Defendants shall ensure that any electrical outlet that is located within twenty-four (24) inches of a sink or source of running water shall be equipped with a ground fault circuit interrupter or disconnected from electrical circuit.

99. The Defendants shall ensure that telephones located in the day rooms of the dorms shall be maintained in good working order.

100. The Sheriff shall ensure that recorded images of what occurs in the jail shall be kept for at least 10 days before the medium upon which they are recorded is reused. Any inmate that sustains an injury while incarcerated at the Jail shall be photographed pursuant to the Photographing Inmates Policy attached hereto at Appendix E.

N. Inmate Grievance Procedure

101. The Sheriff shall maintain a grievance procedure at the Jail. Upon admission to the Jail, inmates shall receive the inmate handbook or other document describing the grievance procedure and providing at least one grievance form. The handbook or other document shall inform inmates how to obtain additional forms, how to complete the forms, and submission of the forms. This information shall

also be set out on a laminated document and posted in each of the cellblocks housing units in the Jail.

102. Grievance forms shall be available to inmates at all times. Inmates shall receive a duplicate copy of their grievance forms at the time of their submission. All grievances shall be administered and responded to in accordance with the Jail Bureau Policies and Procedures Standard Operations Manual, No: 1900-08.

V. Monitor

103. The parties shall select a monitor subject to approval by the Court to inspect the Jail at least once a quarter and provide a report to the Court and the parties. If the parties are unable to agree on a monitor within 30 days of the entering of this order, the parties will each submit to the Court the names of three suggested monitors, and the Court will select a monitor.

104. The Monitor shall have access to any and all documents (including minutes, reports, and other documents), Jail staff, class members, and any other information, as he or she deems necessary to provide the Court with reports on the Jail.

105. The Sheriff and the Fulton County Defendants shall ensure the Monitor shall be paid by Fulton County defendants at a rate of \$90 per hour,

including for travel time (not to exceed five hours each way), for inspection of the jail (not to exceed 24 hours per visit) and for writing a report (not to exceed 10 hours for each report) and reasonable expenses, or such amounts and for such time periods as the Fulton County defendants and plaintiffs shall mutually agree are reasonable. The Monitor's visits shall be quarterly. If the Monitor identifies the need for additional specialists or experts to assist the Monitor in discharging his or her duties under the Order, he or she shall notify the parties of the need and reasons. If the parties are unable to reach an agreement concerning the Monitor's request for additional assistance, the request shall be submitted to the Court.

VI. Class Certification

106. Parties stipulate to and the Court hereby finds that this action is properly maintained as a class action. The plaintiff class is hereby certified as consisting of all inmates who have been since the date of the filing of the Complaint in this action, are now, or will in the future be incarcerated at the Fulton County Jail in Atlanta, Georgia.

VII. Scope of Relief; Impact

107. The parties, with the exception of the State Defendants, agree and stipulate, based upon the entire record, and the Court hereby finds, that the prospective relief set forth in this Consent Order is narrowly drawn, extends no further than necessary to correct the violations of the plaintiffs' federal rights, and

is the least intrusive means necessary to correct these violations. The parties, with the exception of the State Defendants, agree and stipulate, and the Court hereby finds that this Consent Order will not have an adverse impact on the public safety or the operation of the criminal justice system. The State Defendants agree that paragraph 21, the only one placing duties upon the State Defendants, extends no further than necessary to correct the violations of the plaintiffs' federal rights, is the least intrusive means necessary to correct these violations, and will not have an adverse impact on the public safety or the operation of the criminal justice system. Accordingly, the parties, with the exception of the State Defendants, agree and stipulate, and the Court finds, that this Consent Order complies in all respects with the provisions of 18 U.S.C. §3626(a). This Consent Order is not intended to have any preclusive effect except between the parties in this action. This Consent Order does not resolve, adjudicate, or bar the damages claims of any former, present, or future class members.

VIII. Modification and Enforcement

108. The Court shall retain jurisdiction to enforce the terms of this Order as provided by law.

109. The Sheriff and his staff shall provide a copy of this Consent Order to all of their agents, representatives, and employees in any way connected with the custody of class members. At least three copies of this agreement shall be

maintained in the Jail's library. Inmates who have questions about the provisions of this Consent Order shall be referred to plaintiffs' counsel by providing the names, telephone number and address of counsel.

110. Plaintiffs' counsel shall continue to have reasonable access to class members, documents maintained at the Jail and the Jail facility, including unannounced, escorted walkthrough visits of the Jail on a quarterly basis. Plaintiffs' counsel shall also be permitted communication with defendants directly, including their agents and employees, in order to monitor compliance with the terms of the Consent Order.

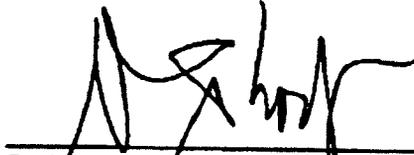
111. Any party may seek to modify any part of this Order for good cause shown. The parties acknowledge that these terms and conditions may require modification or situational variances to meet changed circumstances. Any party may initiate a modification or variance from the terms of this Consent Order by making a written request for such modification or variance to all parties to this Consent Order. If no party objects to the request within ten days, the party may submit the request to the Court for its consideration. If any party objects to a proposed modification or variance the dispute resolution procedures set forth in Paragraph 112 of this Consent Order shall be invoked. Once the dispute resolution procedures are invoked the parties shall comply with the Consent Order as written until the parties reach agreement or a modification is approved by the Court.

112. The parties stipulate and agree that any party aggrieved by an alleged violation of any term of this Consent Order or who seeks a modification or variance from any term of this Consent Order may request a dispute resolution conference with all parties for the purpose of seeking a resolution of the grievance or agreement on a proposed modification or variance. The Conference shall be held within ten (10) days of the receipt of written notice of the request for the Conference. All parties shall seek in good faith to resolve the dispute. In the event the parties are unable to resolve a dispute, any party may seek a determination from the Court resolving the dispute.

113. The parties agree and the Court finds that this Consent Order as well as previously entered orders of the Court created a material alteration of the legal relationship between the Plaintiffs and Defendants and therefore, Plaintiffs' counsel are entitled to the award of attorneys' fees from the County Defendants and Sheriff under *Buckhannon v. West Virginia Department of Health and Human Resources*, 533 U.S. 598 (2001). In the event that the Plaintiffs and Defendants are unable to resolve by agreement issues relating to Plaintiffs' claim for attorneys' fees, Plaintiffs may petition the Court within thirty days of the date on which the Court enters this Order.

114. Any party may move to terminate this Consent Order two years after the date the court enters it.

SO ENTERED THIS 21st DAY OF December, 2005.



Judge Maryin H. Shoob
United States District Court for the
Northern District of Georgia

WE CONSENT:

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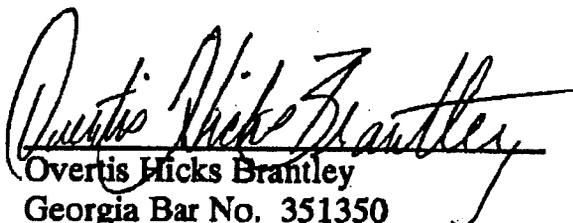
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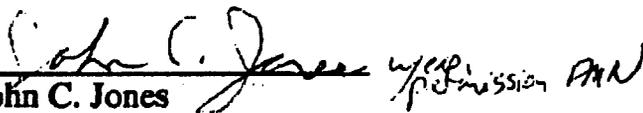


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