



DeKalb County Sheriff's Office

Jeffrey L. Mann, Sheriff

**4415 Memorial Drive
Decatur, Georgia 30032**

REQUEST FOR PROPOSAL (RFP) NO. 17-04

**TO PROVIDE INMATE MEDICAL SERVICES
AT THE DEKALB COUNTY JAIL
(MULTI-YEAR CONTRACT)**

DEKALB COUNTY, GEORGIA

Mandatory Pre-Proposal Conference and Site Visit: November 14, 2017

Deadline for Receipt of Questions: November 21, 2017

Deadline for Submission of Proposals: December 1, 2017

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP TO THE DEKALB COUNTY SHERIFF'S OFFICE ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE RESPONDER.

The DeKalb County Sheriff's Office (hereinafter referred to as "DKSO") is soliciting proposals from qualified firms and/or individuals experienced in the delivery of Inmate Medical Services.

I. INTRODUCTION

A. GENERAL INFORMATION

The following information is provided as a general guideline, only. The Responder is responsible for evaluating the specific medical service needs, as well as the inmate dynamics at the DeKalb County Jail.

The DeKalb County Jail is a large urban correctional facility that currently holds male and female inmates serving 2 years or less. The Jail consists of a state-of-the-art high-rise facility utilizing a modular design. The average daily population of the Jail changes monthly and has been as low as 1,700 and as high as 2,071 in the preceding year. The inmate population includes 10% females and less than 1% juvenile offenders detained by the courts in the DeKalb County Jail.

Facts	2014	2015	2016
Average Daily Population	2,586	2,205	1,936
Average Length of Stay (Days)	30	26	23
Jail Admissions	33,123	30,688	28,790

The successful responder will be able to provide a degree of flexibility and creativity in medical staffing areas and shifts in order to assure the most favorable response and prompt delivery of quality inmate medical services to meet the needs of the DKSO.

The DKSO intends to award a contract to procure inmate medical services at the DeKalb County Jail for the next four (4) years, subject to the Sheriff's Office's right to unilaterally terminate the Contract within sixty (60) days upon written notice, at will, and at the sole convenience of the DKSO. The DKSO seeks cost proposals separated for each year of the Contract and not as a lump compensation for the entire four (4) year term. The first year of service shall commence on January 1, 2018. The Contract shall automatically renew for three (3) additional consecutive yearly periods, terminating on December 31, 2021, subject to the DKSO's right to terminate at the end of each calendar year pursuant to the Official Code of Georgia Annotated § 36-60-13, or as otherwise provided in the Contract.

B. REQUIRED DOCUMENTS

The Following Required Documents Checklist includes a list of attachments which **must** be completed and returned with responder's technical proposal:

Required Documents	Attachment
Cost Proposal Form - (4 pages – 1 copy, separate & Sealed	A
Proposal Cover Sheet	B
Contractor Reference and Release Form	C
Subcontractor Reference and Release Form (make additional copies as needed)	D
LSBE information Forms (Exhibits A - B)	E
Responder/Contractor Affidavit	F
Subcontractor and Sub-subcontractor Affidavit, if applicable	G
Sample DKSO Contact	H
Staffing Chart	I
Contract Specifications/Technical Proposal Medical Services	J
Exception to the Scope of Work or Standard County Contract, if any	K

Failure to return these attachments may render your proposal non-responsive.

II. STATEMENT OF WORK

The successful responder shall provide all things necessary to provide medical services as described in this RFP and attachment J, *Contract Specifications/Technical Proposal Inmate Medical Services*, attached hereto and included herein by reference.

III. PROPOSAL FORMAT

Responders are required to submit their proposals in the following format:

A. Cost Proposal

1. The cost proposal must be submitted in a separate, sealed envelope with the Responder’s name and “Cost Proposal for Request for Proposal No. 17-04 To Provide Inmate Medical Services to the DeKalb County Jail (Multi-Year Contract)” on the outside of the envelope.
2. The sealed envelope containing the cost proposal is requested to be included in the sealed package containing the technical proposal.
3. **DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.** Including fees or costs in any area outside of the cost

proposal and its separate, sealed envelope shall result in Responder's proposal being deemed non-responsive.

4. Responders are required to submit their costs on Attachment A, Cost Proposal Form. **Responder shall not alter the cost proposal form.**

B. Technical Proposal

1. Responders should complete Attachment B *Proposal Cover Sheet*, and include this as the first page of the technical proposal, followed by the Introduction (optional), Technical Approach, Personnel, Organizational Qualifications, Financial Statements, References, and the remaining required documents (See I. Introduction. Required Documents for the list of required documents).
2. Technical Approach:
 - a. Responders are required to describe the procedures and methods that will achieve the required outcome of the project as specified herein
 - b. Include a listing of the DKSO's and the Responder's responsibilities required to complete the project.
 - c. Provide a project transition schedule at the task – Describe in detail how you propose to achieve the objectives of this RFP. Include project organization, management, recruiting and retention of qualified professionals, training, and quality control procedures.
 - d. Provide a staffing plan starting with the receipt of the Notice to Proceed and ending with the project completion.
3. Personnel:
 - a. Identify and describe the roles and qualifications of the individuals who will be part of the project team;
 - b. Identify and describe the roles and qualifications of any outside personnel, such as subcontractors; and
 - c. Provide detailed resumes of all team members and subcontractors who will be directly working on the project.
4. Organizational Qualifications and Financial Capabilities
 - a. Organization
 - i. Describe Responder's experience, capabilities and other qualifications to perform the tasks and achieve the outcome as listed in this RFP;
 - ii. Provide the number of years the Responder has operated under the current company name;
 - iii. Describe the Responder's experience with providing medical services in a correctional facility;
 - iv. State whether the Responder has ever been debarred, suspended, proposed for debarment, declared ineligible, or

voluntarily excluded by and Federal department, or agency from doing business with the Federal Government;

b. References

- i. Responder shall provide at least three (3) references for projects similar in size and scope to the project specified herein using the *Contractor Reference and Release Form* attached hereto as Attachment C.
- ii. Responder shall provide at least three (3) references for each subcontractor proposed as a part of the project team. The references shall be for the same or similar types of services to be performed by the subcontractor (including LSBE-DeKalb and LSBE-MSA firms) on projects similar in size and scope to the project outlined in this RFP. Use Attachment D, *Subcontractor Reference and Release Form*. Make additional copies as needed.

c. Financials

- i. Responder must provide financial statements for the last three (3) years that evidences the responder's financial capabilities to perform the statement of work.
- ii. Audited statements are preferable but a minimum of balance sheet, income statement and cash flow statement should be submitted.
- iii. Provide the Responders year of incorporation.

5. Technical Proposals shall be submitted in a sealed envelope(s) or box(es) with the Responder's name and Request for Proposal No. 17-04 To Provide Inmate Medical Services to the DeKalb County Jail" on the outside of each envelope or box. **DO NOT INCLUDE ANY COST OF ANY KIND IN THE TECHNICAL PROPOSAL.**

C. Local Small Business Enterprise Opportunity

1. It is the objective of the Chief Executive Officer, the Board of Commissioners of DeKalb County and the DeKalb County Sheriff to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts, including local Small Business Enterprises. See Attachment E, LSBE Information forms provided with this RFP. The County's *Schedule of Local Small Business Enterprise Participation Opportunity Tacking Form* (Exhibit A) and *Letter of Intent to perform as a Subcontractor or Provide Materials or Services* (Exhibit B) are included in the Request for Proposal (RFP). The current DeKalb County List of Certified Vendors may be found on the DeKalb County website.

2. For details relative to DeKalb County's Local Small Business Enterprise Ordinance, contact the Contract Compliance Division at pcadmin-ops@dekalbcountyga.gov or (404) 371-7051.
3. In order for a Proposal to be considered, it is **mandatory** that the *Schedule of Local Small Business Enterprise Participation Opportunity Tracking Form* (Exhibit A) and *Letter of Intent to perform as a Subcontractor or Provide materials or Services* (Exhibit B) be completed and submitted with responder's proposal.

D. Federal Work Authorization Program Contractor And Subcontractor Evidence Of Compliance

1. All qualifying contractors and subcontractors performing work with DeKalb County, Georgia must register and participate in the federal work authorization program to verify the work eligibility information of new employees. Successful responder(s) shall be required to register and participate in the federal work authorization program. In order for a Proposal to be considered, it is **mandatory** that the *Responder/Contractor Affidavit*, Attachment F, be completed and submitted with responder's proposal.
2. Qualifying contractors must submit a completed *Subcontractor Affidavit*, and a *Sub-Subcontractor Affidavit*, for each subcontractor and sub-subcontractor, if applicable. See Attachment G.

IV. CRITERIA FOR EVALUATION

The following evaluation criteria and the maximum points stated below will be used as the basis for the evaluation of proposals. The criteria are not necessarily listed in any particular order. The DKSO may request additional information from all proposers and further evaluate the selection criteria.

- A. Cost Proposal (10 points)
- B. Technical Proposal (80 points)
 1. Technical Approach (30 points)
 2. Personnel (25 points)
 3. Organizational Qualifications and Financial Capabilities (25 points)
- C. Local Small Business Enterprise participations (10 points)
- D. Optional Interview for Shortlisted Firms (10 points) – bonus

V. CONTRACT ADMINISTRATION

A. Submittal Instructions

1. One (1) original Technical Proposal stamped “original” and nine (9) USB flash drives with each flash drive containing an identical copy of the Technical Proposal; and (1) original Cost Proposal (see III. Proposal Format, A. Cost Proposal for additional instructions regarding submittal of cost Proposal) must be submitted to the following address no later than 4:00 P.M. EST. on Friday, December 1, 2017.

DeKalb County Sheriff’s Office
Attention: Chief Xernia L. Fortson
4415 Memorial Drive
Decatur, Georgia 30032

2. Responders are encouraged to submit one sealed package that contains the separated and sealed package that contains the separate and sealed technical proposal and cost proposal as indicated above. The sealed proposal package must be clearly identified on the outside packaging with the responder’s name and “Request for Proposal No. 17-04 To Provide Inmate Medical Services to the DeKalb County Jail” on the outside of the envelope(s) or box (es).
3. It is the responsibility of each responder to ensure that its submission is received by 4:00 p.m. on the proposal submission date. Responders should plan enough time to ensure that they will be able to deliver their submission prior to the dateline. Late submissions, for whatever reason, will not be evaluated. Responders should plan their deliveries accordingly. E-mail, telephone, or fax bids will not be accepted.

B. Pre-Proposal Conference and Site Visit

A pre-proposal conference and site visit will be held at 10:00 a.m. EST. on Tuesday, November 14, 2017 at the DeKalb County Sheriff’s Office, 4415 Memorial Drive, Decatur, Georgia 30032. Out of state firms unable to attend the conference in-person may contact Chief Xernia L. Fortson to discuss participating via teleconferencing. Interested responders are strongly encouraged to attend and participate in the pre-proposal conference. For information regarding the pre-proposal conference, please contact, Chief Xernia L. Fortson at (404) 298-8124 or via e-mail xfortson@dekalbcountyga.gov.

C. Questions

All questions concerning the RFP and requests for interpretation of the Contract may be asked and answered at the pre-bid conference; however, oral answers are not authoritative. Questions must be submitted in writing to Chief Xernia Fortson, Esq. in writing, either at the address indicated above, by e-mail to tblossom@dekalbcountyga.gov or by facsimile at (404) 298-8101. **All questions regarding this proposal shall be submitted no later than Tuesday, November 21, 2017 at 4:00 P.M. EST. Questions and requests for interpretation received by DeKalb County Sheriff's Office after this date will not be receive a response or be the subject of addenda.**

D. Acknowledgement Of Addenda

Addenda may be issued in response to changes in the Request for Proposal. It is the responsibility of the responder to ensure awareness of all addenda issued for this solicitation. Addenda must be acknowledged either in a cover letter or by signing and returning the Addendum form. Acknowledgments must be received no later than the proposal due date. If acknowledgments are returned with the proposal, they must be submitted with the Technical Proposal only. Failure to properly acknowledge any Addendum may result in a declaration of non-responsiveness by the DKSO. All addenda issued for this project may be found on the DKSO's website, <http://www.dekalbsheriff.org>.

E. Proposal Duration

Proposals submitted in response to this RFP must be marked as valid for a period of one hundred twenty (120) days from the proposal submission deadline, if the proposal dead line is extended.

F. Project Director

The DKSO will designate a Project Director to coordinate this project for the DKSO. The successful responder will perform all work required pursuant to the contract under the direction of and subject to the approval of the designated Project Director. All issues including, payment issues, shall be submitted to the Project Director for resolution.

G. Expenses of Preparing Responses to this RFP

The DKSO accepts no responsibility for any expenses incurred by the Responders to this RFP. Such expenses are to be borne exclusively by the Responders.

H. Georgia Open Records Act

Without regard to any designation made by the person or entity making a submission, the DKSO considers all information submitted in response to this request to be a public record that will be disclosed upon proper request pursuant to the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq., without consulting or contacting the person or entity making the submission, unless a court order is presented with the submission. You may wish to consult an attorney or obtain legal advice prior to making a submission.

I. Business License

Please provide a valid company business license and any professional; license with your proposal. Georgia companies are to submit a valid county or city business license. Contractors that are not Georgia companies are to provide a certificate of authority to transact business in the state of Georgia and a copy of a valid business license issued by its home jurisdiction, if applicable. Any license submitted in response to this RFP shall be maintained by the responder for the duration of the contract.

J. Required Signatures

Proposals and the resulting contract must be signed by an officer or agent of the company having the authority to bind the company in contract.

K. Standard DKSO Contract

1. Attachment H, *Sample Standard DKSO Contract* is the standard contract document which specifically outlines the contractual responsibilities.
2. Responders are cautioned to thoroughly understand and comply with all provisions covered within the DKSO's sample contract. All responders should thoroughly review the document prior to submitting a proposal. Any proposed revision to the sample contract must be submitted in writing with the proposal. Since proposed revision may result in a proposal being rejected if the revisions are unacceptable to the DKSO, responders should review any proposed revisions with an officer of the firm having authority to execute the contract. No alterations can be made to the contract after award is made.

VI. CONTRACT AWARD

- A. An evaluation committee will review and score all proposals based on the qualifications and information provided in Section III. PROPOSAL FORMAT, and Section IV. CRITERIA FOR EVALUTIONS.
- B. An Interview list may be created to allow firms the opportunity to respond to questions from the evaluation committee relevant to the submitted proposals.

During the interview oral presentations to the evaluation committee shall not exceed **one hour** in duration.

- C. The evaluation committee will recommend an award to the Sheriff for the highest scoring proposal(s). The Sheriff will make the final decision as to award of contract.

THE DKSO RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS, TO WAIVE INFORMALITIES AND TO RE-ADVERTISE.

Sincerely,

Xernia L. Fortson, Esq.
Chief of Administration

- Attachment A: Cost Proposal Form
- Attachment B: Proposal Cover Sheet
- Attachment C: Contractor Reference and Release Form
- Attachment D: Subcontractor Reference and Release Form
- Attachment E: LSBE Information Forms (Exhibit A – B)
- Attachment F: Responder/Contractor Affidavit
- Attachment G: Subcontractor and Sub-Subcontractor Affidavit, if applicable
- Attachment H: Sample DKSO Contract
- Attachment I: Staffing Chart
- Attachment J: Contract Specifications/Technical Proposal Medical Services



ATTACHMENT A

Cost Proposal Form

(4 pages – 1 Copy, Separate & Sealed)

**Attachment A
COST PROPOSAL FORM
RFP 17-04**

(consisting of 4 pages)

**INMATE MEDICAL SERVICES AT THE DEKALB COUNTY JAIL
(MULTI-YEAR CONTRACT)
DEKALB COUNTY, GEORGIA**

Responder: Please complete the attached pages of the Cost Proposal Form, and return them with this cover page. The cost proposal must be submitted in a separate, sealed envelope with the Responder's name and "Request for Proposals No. 17- 04 To Provide Inmate Medical Services at the DeKalb County Jail (Multi-Year Contract) DeKalb County, Georgia" clearly identified on the outside of the envelope.

By signing this page, Responder acknowledges that he has carefully examined and fully understands the Contract, Scope of Work, and other attached documents, and hereby agrees that if its proposal is accepted, it will contract with DKSO according to the Request for Proposal documents.

Please provide the following information:

Name of Firm: _____

Address: _____

Authorized Person Submitting Proposal: _____

Title of Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Signature of Contact Person

Title of Contact Person

**ATTACHMENT A
COST PROPOSAL FORM
RFP 17-04**

**INMATE MEDICAL SERVICES AT THE DEKALB COUNTY JAIL
(MULTI-YEAR CONTRACT)
DEKALB COUNTY, GEORGIA**

RESPONDERS: Please complete all pages of Cost Proposal Form.

Name of Responder

ANNUAL COMPENSATION

A.CONTRACT PERIOD

ANNUAL COMPENSATION

**January 1, 2018, through
December 31, 2018-----\$_____**

**January 1, 2019, through
December 31, 2019-----\$_____**

**January 1, 2020, through
December 31, 2020-----\$_____**

**January 1, 2021, through
December 31, 2021-----\$_____**

**ATTACHMENT A
COST PROPOSAL FORM
RFP 17-04**

**INMATE MEDICAL SERVICES AT THE DEKALB COUNTY JAIL
(MULTI-YEAR CONTRACT)
DEKALB COUNTY, GEORGIA**

RESPONDERS: Please complete all pages of Cost Proposal Form.

ADJUSTMENTS TO ANNUAL COMPENSATION

B. CONTRACT PERIOD	ESTIMATED AVERAGE DAILY INMATE POPULATION RANGE	PER DIEM RATE
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**January 1, 2018, through
December 31, 2018-----\$_____**

**January 1, 2019, through
December 31, 2019 -----\$_____**

**January 1, 2020, through
December 31, 2020-----\$_____**

**January 1, 2021, through
December 31, 2021 -----\$_____**

**ATTACHMENT A
COST PROPOSAL FORM
RFP 17-04**

**INMATE MEDICAL SERVICES AT THE DEKALB COUNTY JAIL
(MULTI-YEAR CONTRACT)
DEKALB COUNTY, GEORGIA**

PROPOSERS ARE REQUIRED TO PROVIDE A DETAILED COST BREAKDOWN FOR EACH YEAR OF THE INTENDED CONTRACT. A PROVIDER SHOULD SUBMIT THIS FORM FOR YEARS 2018; 2019; 2020; AND 2021. A COST OR PRICING DATA SHEET SHOULD BE RETURNED FOR EACH YEAR OF THE CONTRACT. (Failure to provide the required data may deem the proposer non-responsive).

The Following cost data is required.

TOTAL LABOR-----\$_____

Breakout all categories of labor, such as in-house
(including a breakout of base salaries, fringe benefits), consultants and subcontractor

Base salaries \$_____

Fringe benefits \$_____

Consultants \$_____

Subcontractors \$_____

Other _____ \$_____

INFECTIOUS DISEASE PROGRAM -----\$_____

(Labor Costs Associated with Program)

MATERIAL-----\$_____

(Include all categories of Material, such as supplies, equipment, etc.)

Supplies \$_____

Equipment \$_____

Other: _____ \$_____

INFECTIOUS DISEASE PROGRAM-----\$_____

(Material Costs Associated with Program)

GENERAL & ADMINISTRATIVE -----\$_____

TOTAL COST-----\$_____

PROFIT-----\$_____

TOTAL PRICE-----\$_____



ATTACHMENT B

Proposal Cover Sheet

**ATTACHMENT B
PROPOSAL COVER SHEET
RFP 17-04**

NOTE: Read all instructions, conditions and specifications in detail before completing this Request for Proposal.

Please complete and include this cover sheet with your technical proposal.

Company Name		Federal Tax ID#	
Complete Primary Address	County	City	Zip Code
Mailing Address (if different)	City	State	Zip Code
Contact Person Name and Title	Telephone Number (include area code)		
Email Address	Fax Number (include area code)		
Company Website Address	Type of Organization (check one) <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		
<p>Proposals for Inmate Medical Services at the DeKalb County Jail described herein will be received in the DeKalb County Sheriff's Office, Administration Division, 4415 Memorial Drive, Decatur, Georgia 30032 on Friday, December 1, 2017 until <u>4:00 p.m. (EST)</u>. Proposals shall be marked in accordance with the RFP, Section V. Contract Administration, A. Submittal Instructions.</p> <p>CAUTION: The Decatur Postmaster will not deliver certified or Special Delivery Mail to specific addresses within DeKalb County Government. When sending bids or time sensitive documents, you may want to consider a courier that will deliver to specific addresses.</p>			
<p>Proposal Cover Sheet should be signed by a representative of Proposer with the authority to bind Proposer to all terms, conditions, services, and financial responsibilities in the submitted Proposal.</p>			
Authorized Representative Signature(s)		Title(s)	
Type or Print Name(s)		Date	



ATTACHMENT C

Contractor Reference
and
Release Form

ATTACHMENT C
CONTRACTOR REFERENCE AND RELEASE FORM
RFP 17-04

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this RFP.

Signed _____ Title _____
 (Authorized Signature of Proposer)



ATTACHMENT D

Subcontractor Reference and Release Form

(make additional copies as needed)

ATTACHMENT D
SUBCONTRACTOR REFERENCE AND RELEASE FORM
RFP 17-04

Company Name _____ Date _____

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this RFP.

Signed _____ Title _____
 (Authorized Signature of Proposer)



ATTACHMENT E

LSBE Information Forms
(Exhibits A - B)

**ATTACHMENT E
LSBE INFORMATION FORMS
EXHIBITS A – B
RFP 17-04**

**SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION
OPPORTUNITY TRACKING FORM**

The Chief Executive Officer and the Board of Commissioners of DeKalb County believe that it is important to encourage the participation of small and local businesses in the continuing business of County government; and that the participation of these types of businesses in procurement will strengthen the overall economic fabric of DeKalb County, contribute to the County’s economy and tax base, and provide employment to local residents. Therefore, the Chief Executive Officer and the Board of Commissioners have made the success of local small businesses a permanent goal of DeKalb County by implementing the Local Small Business Enterprise Ordinance.

PROVISIONS OF LOCAL SMALL BUSINESS ENTERPRISE (LSBE) ORDINANCE

Amount of LSBE Participation Required
20% of Total Award

	Request For Proposals (RFP)	Invitations To Bid (ITB)
LSBE Within DeKalb (LSBE-DeKalb)	Ten (10) Percentage Points	Ten (10) Percent Preference
LSBE Outside DeKalb (LSBE-MSA)	Five (5) Percentage Points	Five (5) Percent Preference

Certified Local Small Business Enterprises (LSBEs) located within DeKalb County and prime contractors utilizing LSBEs that are locally-based inside DeKalb County shall receive ten (10) percentage points in the initial evaluation of their response to any Request for Proposal and a ten (10) percent preference on all responses to any Invitation to Bid. Certified LSBEs located outside of DeKalb County but within the ten (10) County Metropolitan Statistical Area (MSA) consisting of Cherokee, Clayton, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale Counties shall receive five (5) percentage points in the initial evaluation of their response to any Request for Proposal and a five (5) percent preference on all responses to any Invitation to Bid.

For all qualified sealed solicitations, the Director of Purchasing and Contracting, DeKalb County Government, shall determine if the bidder/proposer has included written documentation showing that at least twenty percent (20%) of the total contract award will be performed by a certified LSBE. This written documentation shall be in the form of a notarized Schedule of LSBE Participation (Attached hereto as “Exhibit A”.) For all contracts, a signed letter of intent from all certified LSBEs describing the work, material,

equipment and/or services to be performed or provided by the LSBE(s) and the agreed upon dollar value shall be due with the bid or proposal documents and included with "Exhibit A". The certified vendor list establishes the group of Certified LSBE's from which the bidder/proposer must solicit subcontractors for LSBE participation.

Contractors failing to meet the LSBE benchmark must document and demonstrate Good Faith Efforts in accordance with the attached "Checklist for Good Faith Efforts" portion of "Exhibit A." The notarized Schedule of LSBE Participation shall be due and submitted with each bid or proposal. Failure to achieve the LSBE benchmark or demonstrate good faith efforts shall result in a bid or proposal being rejected.

Upon award, Prime Contractors are required to submit a report detailing LSBE/Sub-Contractor usage with each request for payment and not less than on a monthly basis. Prime Contractors are also required to certify that all sub-contractors have been paid within seven (7) days of the Prime's receipt of payment from the County. Failure to provide requested reports/documentation may constitute a material breach of contract, entitling the County to terminate the Contract for default or pursue other remedies. LSBE sub-contractors must submit a detailed report of their sub-contracting activity for each County contract they participate in.

For eligible bids over \$5,000,000.00, The Director of Purchasing and Contracting or designee will determine if the Mentor-Protégé provision of the Ordinance will apply.

It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts. To achieve this purpose, the County would like to track and record information about participating vendors. The attached "Exhibit A," also records who performs work and renders services to the County. Contractors are requested to indicate whether they are a LSBE-DeKalb or MSA and list the level of participation by subcontractors designated as such on each solicitation.

**EXHIBIT A
RFP 17-04**

**SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION
OPPORTUNITY TRACKING FORM**

As specified, Bidders and Proposers are to present the details of LSBE participation below:

PRIMEBIDDER/PROPOSER: _____

SOLICITATION NUMBER: _____

TITLE OF UNIT OF WORK: _____

1. My firm, as the prime bidder/proposer on this unit of work, is a certified (check all that apply): ___LSBE-DeKalb ___LSBE-MSA

2. If you are a Certified LSBE-DeKalb or MSA, please indicate below the portion of work (including the percentage of the amount bid/proposal) that your firm will carry out directly: _____.

3. If the prime bidder/proposer is a joint venture, please describe below the nature of the joint venture and level of work and financial participation to be provided by the LSBE-DeKalb or MSA joint venture firm.

4. List the LSBE-DeKalb or MSA subcontractors and/or firms (including suppliers) to be utilized in of this contract, if awarded. No changes can be made in the subcontractors listed below without the prior written approval of the County. Please attach a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed and/or provided and the agreed upon dollar value. A Letter of Intent form is attached hereto as "Exhibit B".

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

Please attach additional pages, if necessary.

EXHIBIT A, CONT'D
RFP 17-04

DEKALB COUNTY
CHECKLIST FOR GOOD FAITH EFFORTS

A bidder/proposer that does not meet the County's LSBE participation benchmark is required to submit documentation to support all "Yes" responses as proof of "good faith efforts." Please indicate whether or not any of these actions were taken:

	Yes	No	Description of Actions
1.			Advertisement for solicitation of LSBEs in general circulation media and trade association publications at least seven (7) calendar days prior to bid or proposal opening any and all sub-contractor opportunities. Proof of advertisement must be submitted with the bid or proposal.
2.			Provided written notice to LSBEs that their interest in sub-contracting opportunities or furnishing supplies is solicited. Provide a contact log showing the name, address, email and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, the name and title of the person making the effort and the amount of the quoted price if one was obtained.
3.			Provided interested LSBEs with timely, adequate information about the plans, specification, and other such requirements of the contract to facilitate their quotation and conducted follow up to initial solicitations.
4.			Efforts made to divide the work for LSBE subcontracting areas likely to be successful and to identify portions of work available to LSBEs consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a bidder/proposer to perform the contract work with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting.
5.			Efforts were made to assist potential LSBE subcontractors meet bonding, insurance, or other governmental contracting requirements. Where feasible, facilitating the leasing of supplies or equipment when they are of such a specialized nature that the LSBE could not readily and economically obtain them in the marketplace.
6.			Communication with Contract Compliance seeking assistance in identifying available LSBEs. Provide Contract Compliance representative name and title.
7.			For all contracts, a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed or provided by the LSBE(s) and the agreed upon dollar value shall be due with the bid or proposal documents. Provide subcontractor information as requested by forms provided by Contract Compliance.
8.			Other Actions (specify):

Please explain all “no” answers above (by number): _____

This list is a guideline and by no means exhaustive. The County will review these efforts, along with other documents, to assess the bidder/proposer’s efforts to meet the County’s LSBE Participation benchmark. If you require assistance in identifying certified, bona fide LSBEs, please contact the Purchasing and Contracting Department - LSBE Program, Felton Williams, Special Projects Manager at 404-371-6312. A copy of the list of LSBEs certified by the DeKalb County Government, Purchasing and Contracting Department is available on our website at <http://www.dekalbcountyga.gov/>.

**DEKALB COUNTY LOCAL SMALL BUSINESS ENTERPRISE SCHEDULE OF
PARTICIPATION
OPPORTUNITY TRACKING FORM**

Bidder/Proposer Statement of Compliance

Bidder(s)/Proposer(s) hereby state that they have read and understand the requirements and conditions as set forth in the objectives and that reasonable effort were made to support the County in providing the maximum practicable opportunity for the utilization of LSBEs consistent with the efficient and economical performance of this contract. The Bidder and any subcontractors shall file compliance reports at reasonable times and intervals with the County in the form and to the extent prescribed by the Director of DeKalb County Purchasing and Purchasing and Contracting Department. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of Contractors and their subcontractors.

1. Non-Discrimination Policy

- a. During the performance of this agreement, Contractor agrees to conform to the following Non-Discrimination Policy adopted by the County.
- b. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor will take action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following:
 - (1) Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth provisions of this non-discrimination clause.
 - (2) Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.
- c. Without limiting the foregoing, Contractor shall not discriminate on the basis of disability in the admission or access to, or treatment or employment in, the programs and activities, which form the subject of the contract. The Contractor will take action to ensure that applicants for participation in such programs and activities are considered without regard to disability. Such action shall include, but not be limited to, the following:
 - (1) Contractor agrees to post in conspicuous places available to participants in its programs and activities notices to be provided setting forth the provisions of this non-discrimination clause.

- (2) Contractor shall, in all solicitations or advertisements for programs or activities, which are the subject of the contract, state that all qualified applicants will receive consideration for participation without regard to disability.

2. **Commitment**

The undersigned certifies that he/she has read, understands, and agrees to be bound by the bid specifications, including the accompanying Exhibits and other terms and conditions of the Invitation to Bid and/or Request for Proposal regarding LSBE utilization. The undersigned further certifies that he/she is legally authorized by the bidder or responder to make the statements and representations in

Exhibit A and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreement(s) with the LSBE(s) listed in this Exhibit A, which are deemed by the owner to be legitimate and responsible LSBEs. Said agreement(s) shall be for the work and contract with the County. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the successful Bidder (i.e., Contractor) to implement any of the stated agreements, intentions, objectives, goals and commitments set forth herein without prior approval of the County, then in any such events the contractor's act or failure to act, as the case may be, shall constitute a material breach of contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights and remedies the County may have for other defaults under the Contract. Additionally, the Contractor will be subject to the loss of any future contract awards by the County for a period of one year.

Firm Name (Please Print):

Firm's Officer:

(Authorized Signature and Title Required)

Date

Sworn to and Subscribed to before me this ____ day of _____, 201__.

Notary Public

My Commission Expires: _____

**EXHIBIT B
RFP 17-04**

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

Instructions:

1. Complete the form in its entirety and submit with bid documents.
2. Attach a copy of the LSBE's current valid Certification Letter.

To: _____
(Name of Prime Contractor Firm)

From: _____ **LSBE –DeKalb** **LSBE –MSA**
(Name of Subcontractor Firm) (Check all that apply)

RFP Number: 17-04 _____

Project Name: To Provide Medical Services to the DeKalb County Jail

The undersigned subcontractor 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 Materials or Services	Project Commence Date	% of Contract Award

Prime Contractor

Signature: _____

Title: _____

Date: _____

Sub-contractor

Signature: _____

Title: _____

Date: _____



ATTACHMENT F

Responder/Contractor Affidavit

**ATTACHMENT F
RESPONDER/CONTRACTOR AFFIDAVIT
RFP 17-04**

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the responder submitting a bid to DEKALB COUNTY, GEORGIA, a political subdivision of the State of Georgia, 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 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, as amended].

Responder's Name

Federal Work Authorization
Enrollment Date

BY: Authorized Officer or Agent

Title of Authorized Officer or Agent of Bidder

Identification Number

Printed Name of Authorized Officer or Agent

Address (*do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 20__

Notary Public
My Commission Expires: _____



ATTACHMENT G

Subcontractor and Sub-subcontractor
Affidavit, if applicable

ATTACHMENT G
SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91
RFP 17-04

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 Contractor) on behalf of DEKALB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned Subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-Subcontractors who present an affidavit to the Subcontractor with the information required by O.C.G.A. § 13-10-91. Additionally, the undersigned Subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the Contractor within five business days of receipt. If the undersigned Subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned Subcontractor must forward, within five business days of receipt, a copy of the notice to the Contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

DeKalb County Georgia Government _____
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on _____, 20__ in _____ (city), _____ (state).

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the
_____ day of _____, 20 ____.

NOTARY PUBLIC
My Commission Expires:



ATTACHMENT H

Sample DKSO Contract

**ATTACHMENT H
SAMPLE DKSO CONTRACT
RFP 17-04**

**AGREEMENT FOR PROFESSIONAL SERVICES
DeKalb County, Georgia**

THIS AGREEMENT made as of this ____ day of _____, 20____, (hereinafter called the “execution date”) by and between DEKALB COUNTY SHERIFF’S OFFICE, a political subdivision of the State of Georgia (hereinafter referred to as the “DKSO”), and _____, a corporation organized and existing under the laws of the State of _____, with offices located at _____ (hereinafter referred to as “Service Provider”), shall constitute the terms and conditions under which the Service Provider shall provide medical services at the DeKalb County Jail, DeKalb County, Georgia.

WITNESSETH: That for and in consideration of the mutual covenants and agreements herein set forth, the DKSO and the Service Provider hereby agree as follows:

ARTICLE I. CONTRACT TIME

The Service Provider shall commence the Work under this Agreement within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. The Service Provider shall fully complete the Work within five (5) years from and including the acknowledgement of receipt of the Notice to Proceed. The Contract Time may be extended only by Change Order approved and executed by the DeKalb County Sheriff or his designee and the Service Provider in accordance with the terms of this Contract.

ARTICLE II. CONTRACT TERM

The services to be performed under this Contract shall commence on _____. As required by O.C.G.A §36-60-13, this Contract shall (i) terminate without further obligation on the part of the DKSO each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January

1st, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on _____, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Service Provider in accordance with the terms of this Contract.

ARTICLE III. PAYMENT

The DKSO shall pay the Service Provider for services performed as follows: _____ and 00/100 Dollars (\$_____). Full payment for services rendered will be paid no later than thirty (30) days after acceptance of the project by DKSO. The total monetary obligation of the DKSO shall not exceed the payment amount listed in this Article. In case of termination prior to the expiration of this Contract, Service Provider will be paid only for services rendered as of the date of termination as determined by the DKSO.

ARTICLE IV. SCOPE OF WORK

The Service Provider agrees to provide all professional services, equipment, and all things necessary for inmate medical services at the DeKalb County Jail in accordance with the DKSO's Request for Proposals (RFP) No. _____ attached hereto as Appendix I and incorporated herein by reference, and the Service Provider's response thereto, attached hereto as Appendix II and incorporated herein by reference.

The Service Provider's services shall include all things, personnel, and materials necessary to accomplish specific projects authorized by the DKSO. Specific Work Authorizations will have precedence over any interpretation within the Contract.

ARTICLE V. GENERAL CONDITIONS

A. **Accuracy of Work**: The Service Provider shall be responsible for the accuracy of the Work and any error and/or omission made by the Service Provider in any phase of the Work under this Agreement.

- B. **Additional Work:** The DKSO shall in no way be held liable for any work performed under this section which has not first been approved in writing by the DKSO in the manner required by applicable law and/or the terms of this Contract. The DKSO may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Service Provider. The Service Provider shall proceed with the performance of any changes in the Work so ordered by the DKSO unless such change entitles the Service Provider to a change in Contract Price, and/or Contract Term, in which event the Service Provider shall give the DKSO written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Service Provider shall not execute such changes until it receives an executed Change Order from the DKSO. No extra cost or extension of time shall be allowed unless approved by the DKSO and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The DKSO shall not be liable for payment for any work performed under this section which has not first been approved in writing by the DKSO in the manner required by applicable law and/or the terms of this Contract.
- C. **Ownership of Documents:** All documents, including drawings, estimates, specifications, and data are and remain the property of the DKSO. The Service Provider agrees that the DKSO may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the Service Provider and without any payment of any monies to the Service Provider therefore. However, any reuse of the documents by the DKSO on a different site shall be at its risk and the Service Provider shall have no liability where such documents are reused.
- D. **Right to Audit:** The DKSO shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with the DKSO funds and any documents or materials which support those records, kept under the control of the Service Provider,

including but not limited to those kept by the Service Provider's employees, agents, assigns, successors and subcontractors. The DKSO also has the right to communicate with Service Provider's employees related to the audited records.

The Service Provider shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the DKSO or its designee, during normal business hours at the Service Provider's office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the DKSO.

- E. **Successors and Assigns:** The Service Provider agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the DKSO. If the DKSO consents to any such assignment or transfer, then the Service Provider binds itself, its partners, successors and assigns to all covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the DKSO and any person, or entity or than Service Provider.
- F. **Reviews and Acceptance:** Work performed by the Service Provider shall be subject to review and acceptance in stages as required by the DKSO. Acceptance shall not relieve the Service Provider of its professional obligation to correct, at his own expense, any errors in the Work.
- G. **Termination of Agreement:** The Service Provider understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. The DKSO may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of the DKSO, elect to terminate the Contract by delivering to the Service Provider, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Service

Provider at least thirty (30) days prior to the effective date of termination. If Service Provider's services are terminated by the DKSO, the termination will not affect any rights or remedies of the DKSO then existing or which may thereafter accrue against Service Provider or its surety. In case of termination of this Contract before completion of the Work, Service Provider will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the DKSO. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

- H. **Indemnification Agreement:** The Service Provider shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the DKSO. The Service Provider shall exonerate, indemnify, and save harmless the DKSO, County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the County Indemnitees," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Service Provider shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Service Provider, or any Subcontractors, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Service Provider shall not be required to indemnify any DKSO Indemnitee against claims, actions, or expenses based upon or

arising out of the DKSO Indemnitee's sole negligence. As between the DKSO Indemnitees and the Service Provider as the other party, the Service Provider shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Service Provider's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Service Provider, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Service Provider shall defend, indemnify, and hold harmless the DKSO Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Service Provider expressly agrees to provide a full and complete defense against any claims brought or actions filed against the DKSO Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The DKSO has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the DKSO, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

- I. **Insurance** Prior to commencing work, Service Provider shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to transact business in the state where the work or operations will be performed by Service Provider. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than "A" (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to Service Provider. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Service

Provider, and others as required by contract, for liabilities in connection with work performed by or on behalf of Service Provider, its agents, representatives, employees or Service Providers.

1. Certificates of Insurance in companies doing business in Georgia and acceptable to the DKSO covering:
 - (a) Statutory Workers' Compensation Insurance, or proof that Service Provider is not required to provide such coverage under State law;
 - 1) Employer's liability insurance by accident, each accident \$1,000,000
 - 2) Employer's liability insurance by disease, policy limit \$1,000,000
 - 3) Employer's liability insurance by disease, each employee \$1,000,000
 - (b) Professional Liability Insurance on the Service Provider's services in this Agreement with limit of \$1,000,000;
 - (c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
 - (d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.
 - (e) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:
 - (1) \$5,000,000 per occurrence
 - (2) \$5,000,000 aggregate
 - (f) Certificates of Insurance must be executed in accordance with the following provisions:

- (g) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
- (h) Certificates to contain the location and operations to which the insurance applies;
- (i) Certificates to contain Service Provider's protective coverage for any subService Provider's operations;
- (j) Certificates to contain Service Provider's contractual liability insurance coverage;
- (k) Certificates are to be **issued** to:

**DeKalb County Sheriff's Office
and DeKalb County, Georgia
4415 Memorial Drive
Decatur, Georgia 30032**

2. The Service Provider shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
3. The Service Provider agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
4. Service Provider agrees to waive all rights of subrogation and other rights of recovery against the DKSO and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.
5. Failure of the DKSO to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the DKSO to identify a deficiency from evidence provided will not be construed as a waiver of the Service Provider's obligation to maintain such coverage. Service Provider understands and agrees that the purchase of insurance in no way limits the liability of the Service Provider.

6. 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 the DKSO. Policies and Certificates of Insurance listing the DKSO and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.
 7. If the DKSO shall so request, the Service Provider will furnish the DKSO 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. Service Provider shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.
- J. **Georgia Laws Govern:** The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.
- K. **Venue:** This Agreement shall be deemed to have been made and performed in DeKalb DKSO, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of DeKalb DKSO, Georgia.
- L. **Contractor and SubContractor Evidence of Compliance; Federal Work Authorization** Pursuant to O.C.G.A. §13-10-91, the DKSO cannot enter into a

contract for the physical performance of services unless the Service Provider, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Service Provider certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Service Provider agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as Attachment B. Service Provider agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, Service Provider will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Subcontractor Provider affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment _____. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment _____.

- M. **DKSO Representative:** The DKSO may designate a representative through whom the Service Provider will contact the DKSO. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the DKSO. Payments to the Service Provider shall be made only upon itemized bill submitted to and approved by said representative.
- N. **Service Provider's Status:** The Service Provider will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Service Provider shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the

DKSO and the Service Provider shall be that of owner and independent Service Provider. Other than the consideration set forth herein, the Service Provider, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any of the DKSO employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Service Provider shall be by employees of Service Provider or its Subcontractor and subject to supervision by Service Provider. No officer or employee of Service Provider or any Subcontractor shall be deemed an officer or employee of the DKSO. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Service Provider, not the DKSO.

- O. **Georgia Open Records Act:** Service Provider shall comply with the applicable provisions of the Georgia Open Records Act, O.C.G.A. §50-18-70 *et seq.*
- P. **Business License:** Service Provider shall submit a copy of its current, valid business license with this Contract. If the Service Provider is a Georgia corporation, Service Provider shall submit a valid county or city business license. If Service Provider is a joint venture, Service Provider shall submit valid business licenses for each member of the joint venture. If the Service Provider is not a Georgia corporation, Service Provider shall submit a certificate of authority to transact business in the state of Georgia and a copy of its current, valid business license issued by its home jurisdiction. If Service Provider holds a professional license, then Service Provider shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the Contract being terminated. Service Provider shall ensure that any insurance, license, permit or certificate submitted in response to the DKSO's RFP or as part of the Contract shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.
- Q. **Sole Agreement:** This Contract constitutes the sole contract between the DKSO and the Service Provider. The terms, conditions, and requirements of this Contract may not be

modified, except by Change Order. No verbal agreement or conversation with any officer, agent, or employee of the DKSO, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein. No Change Order shall be enforceable unless approved by official action of the DKSO as provided by law or in this Contract.

- R. **Attachments and Appendices:** This Contract includes the following Attachments and Appendices all of which are incorporated herein by reference: Attachment ____, Service Provider's Cost Proposal; Appendix I, DKSO's RFP; Appendix II, Service Provider's Response; Attachment ____, Service Provider's Affidavit; Attachment ____, Subcontractor's Affidavit(s); Attachment ____, Sub-subcontractor's Affidavit(s); and Attachment ____, Certificate of Corporate Authority or Joint Venture Certificate.
- S. **Severability:** If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.
- T. **Notices:** Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the DKSO's Chief Executive Officer and the Executive Assistant or to the Service Provider or his authorized representative on the work site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Service Provider to the DKSO's Executive Assistant or by the DKSO to the Service Provider's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

If to the DKSO:

DeKalb County Sheriff's Office
Attention Jeffrey L. Mann, Sheriff
4415 Memorial Drive
Decatur, Georgia 30032

If to the Service Provider:

- U. **Counterparts:** This Contract may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Contract.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

V. **Controlling Provisions:** The Contract for this Project shall govern the Work. If any portion of the Contract shall be in conflict with any other portion, the various documents comprising the Contract shall govern in the following order of precedence: Contract, Change Orders or modifications issued after execution of the Contract; the provisions of the DKSO's RFP; and the Service Provider's Response thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative.

DEKALB COUNTY SHERIFF'S OFFICE
DEKALB COUNTY, GEORGIA

By : _____ (SEAL)

By: _____ (SEAL)
Jeffrey L. Mann, Sheriff

ATTEST:

ATTEST:

Signature

Signature

Name (Typed or Printed)

Name (Typed or Printed)

Title

Title

CERTIFICATE OF CORPORATE RESOLUTION

I, _____, certify the following:

That I am the duly elected and authorized Secretary of _____ (hereinafter referred to as the “_____”), an _____ organized and incorporated to do business under the laws of the State of _____;

That said corporation has, through lawful resolution of the Board of Directors of the corporation, duly authorized and directed _____, in his official capacity as _____ of the corporation, to enter into and execute the following described agreement with DKSO, a political subdivision of the State of Georgia:

That the foregoing Resolution of the Board of Directors has not been rescinded, modified, amended, or otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and corporate seal this the _____ day of _____, 20_____.

(CORPORATE

SEAL)
(Secretary)



ATTACHMENT I

Staffing Chart

**Attachment I
MEDICAL SERVICES STAFFING CHART
RFP 17-04**

KEY PERSONNEL

(One full-time person for each position as required under the technical proposal)

**Health Services Administrator
Medical Director
Director of Nursing
Health Information Manager**

GENERAL STAFFING (Positions are based on the number of full-time equivalents (FTE). The Provider shall ensure FTE employment in all of their categories in sufficient numbers to provide all services required under the Contract. The Provider may also determine what positions are necessary that may or may not be included in the staffing chart below. The Provider shall indicate beside each position description the number of FTE's that will be supplied daily (24 hours), based on a forty (40) hour work week:

POSITION	2018 FTEs	2019 FTEs	2020 FTEs	2021 FTEs
Physician				
Physician Assistant/Registered Nurse Practitioner				
Nursing Supervisor				
Registered Nurse				
Licensed Practical Nurse				
Medical Assistants				
HIV Specialist				
Paramedic				
Radiology Technician				
Office Manager				
Administrative Assistant				
Health Information Technician				
Other (CQI, Training, etc.)				
TOTAL				



ATTACHMENT J

Contract Specifications/Technical
Proposal
Medical Services

Attachment J
Contract Specifications/Technical Proposal
To Provider Inmate Medical Services

NOTE: The DeKalb County Sheriff’s Office, (hereinafter referred to as “DKSO”) is soliciting proposals from qualified bidders for Inmate Medical Services at the DeKalb County Jail.

The selected provider will operate and manage the delivery of medical services to inmates incarcerated at the DeKalb County Jail (Jail). The Medical Services Provider (Provider) shall be a participant in the administration of health services and shall work with the mental, dental and pharmacy providers in achieving compliance with acceptable standards of care. The Provider will be responsible for the evaluation, treatment, prescribing and administering medications and monitoring inmates who have been determined to need medical services.

For the purposes of this agreement, qualified medical personnel includes physicians, nurse practitioners, physician assistants, nurses, specialist, and technicians and others who by virtue of their education, credentials, and experience are permitted by law to evaluate and care for the medical needs of inmates.

The Provider must indicate whether they understand and agree to comply with each of the applicable contract specifications set forth below by checking the boxes provided.

I. STANDARDS **COMPLY: ___ YES ___ NO**

For the duration of this Contract, medical services must be provided to comply with the Constitution of the United States of America, the Constitution of the State of Georgia and any other appropriate federal, state or local authority. In addition, medical services must be provided in compliance with the “Standards for Health Services in Jails,” Revised 2014, as amended or revised during the term of this contract established by the National Commission on Correctional Health Care (NCCHC), 2105 North Southport, Chicago, IL 60614, Phone: (312) 528-0818, and the “Performance-Based Standards for Adult Local Detention Facilities,” Fourth Edition, as amended or revised during the term of this contract established by the American Correctional Association (ACA), 4380 Forbes Boulevard, Lanham, Maryland 20706, Phone: (301) 918-1835, and any other accrediting body selected by the DeKalb County Sheriff’s Office. The Provider shall be deemed in compliance with these accreditation requirements if they perform all duties within their immediate control in order to achieve accreditation on time and promptly notify the Sheriff’s Office where the performance affects the viability of accreditation.

The Provider will furnish all services and perform all duties within its immediate control to advise the DKSO of any and all other criteria, outside of the Provider’s control that must be met in order to comply with the necessary standards.

II. START-UP REQUIREMENTS

COMPLY: ___ YES ___ NO

The Provider will be responsible for all things necessary to provide the services set forth in the Contract and Contract Specifications as of the commencement date specified in the Contract.

The Provider shall develop and implement clearly defined written site-specific policies and procedures to include at a minimum, those required by NCCHC and ACA standards in correlation with DKSO's policies and procedures for service delivery.

III. STAFF REQUIREMENTS

COMPLY: ___ YES ___ NO

A. General

1. The Provider shall furnish all medical, technical and support personnel necessary for rendering medical services to inmates at the Jail as described herein.
2. The Provider shall provide adequate staff to meet all conditions and specifications of this Contract.
3. The Provider shall ensure that all staff is licensed, certified, or registered, as appropriate, in their respective areas of expertise.
4. The Provider must have a strong administrative team that regularly communicates with and is responsive to the Sheriff's Administration, Jail Staff and Health Services Manager.

B. Security

1. The Provider staff shall meet the background check and security clearance of the DKSO.
2. Any person who is an employee, agent, independent contractor or subcontractor of the Provider who enters the Jail may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the DKSO.

C. Recruiting and Hiring

1. The Provider will have the resources to aggressively and creatively recruit qualified professionals and develop and implement staff retention systems.
2. The Provider will be able to demonstrate low company turnover rates, particularly by the following positions: Health Services Administrator, Medical Director, Nurse Practitioner, Physician Assistant, HIV Specialist, Registered Nurse and Licensed Practical Nurse.

3. All staff qualifications must meet the requirements of the Georgia Board of Registration in Medicine, the Board of Registration in Nursing, the National Commission on Correctional Health Care (NCCHC), the American Correctional Association (ACA), Immigration and Customs Enforcement (ICE) standards for medical care, and other applicable regulations.

D. Staff Chart

1. The Provider shall submit staff charts for each year of this Contract, indicating the positions, including the number of Full Time Equivalent (FTE) staff required to fulfill all requirements under this Contract. This chart indicates the minimum number of staff, which the Provider will be required to maintain during the Contract Period, unless subsequently modified by mutual written agreement of the Provider and the Sheriff.
2. The Staff Chart shall be completed in full in response to this request and made a part of this Contract. The Staff Chart shall be used as a basis for calculating a reduction in the Provider's monthly invoice due to vacancies in a given position shown on the chart.

E. Attendance Records

1. The Provider shall furnish the Sheriff and/or his designee with an attendance record for each month, including the names and hours worked for each person performing the duties for each position set forth in the Staff Chart for that contract period, including contracted staff. The Provider shall make attendance records available no later than the 5th of the following month.
2. The Provider shall maintain an attendance log and daily staffing schedule for medical personnel. The adequacy of staffing shall be reviewed monthly and as needed by the Sheriff and/or his designee, Jail Division Commander, Health Services Manager, Medical Director, and Health Services Administrator.

F. On Call Staffing

The Provider will ensure that a medical doctor and a health services supervisor are on call at all times.

G. Call Back Coverage

1. The Provider shall make provisions for the call back of sufficient physician, nursing and other support staff to meet any emergency or mass casualty situation that may arise.

2. Routine call back coverage for individual medical emergencies shall be arranged at the discretion of the Provider so as to minimize outside referral and transportation costs.
3. The Provider shall provide call back for on-site suturing and call back x-ray coverage or any other direct or ancillary service.
4. The Provider shall provide on call physicians to deliver on call coverage whenever a physician is not present at the Jail. The on call physician shall respond by telephone within fifteen (15) minutes of the telephone call for service and shall provide direction to the caller. If requested to do so or the situation warrants direct assessment, the on call physician shall report to the Jail within one (1) hour after notification.

H. Nursing Wages

Competent nursing staff cannot be retained if the hourly wages are consistently and substantially below the average wages for nursing staff of comparable levels of training and experience. A vital factor in a consistent, efficient health care delivery system at the Jail is the hiring and retention of competent nurses. It is also considered important that wages be consistently at the average for the Atlanta metro area. The average hourly wage of Registered Nurses, Licensed Practical Nurses, Nurses' Assistants, and Medical Assistants shall be no less than one dollar (\$1.25) of the U.S. Department of Labor Consumer Price Index.

I. Full Time Equivalent (FTE)

References to Full Time Equivalent (FTE) refers to positions that are staffed by a single person, forty (40) hours per week, receiving full time employee benefits, such as health care, vacation and retirement.

J. Part -Time Employees

No more than twenty percent (20%) of all of the Provider's employees in each staffing position shall be part-time. A part-time employee is any person who works less than 36 hours weekly and/or does not receive employee benefits, such as health care, vacation and retirement. At no time shall there be greater than fifty (50) percent of the part-time employees of the Provider's staff working on-site.

K. Removal of Staff

In the event the Sheriff and/or his designee, become dissatisfied with the services rendered by any Provider employee, contractor, subcontractor or assignee, the Provider shall exercise due diligence to correct the problem to the Sheriff's satisfaction. Failing therein, he Provider shall remove or cause the removal of the identified individual within a

reasonable time not to exceed seven (7) days. The Provider shall locate and install an acceptable replacement during said reasonable time to ensure full staffing.

L. Agency Staffing

The Provider shall not employ agency nurses to satisfy any of the requirements set forth in the Contract or the Contract Specifications.

M. Inmate Labor

The Provider shall not use inmate labor in the direct rendering of any inmate medical services.

IV. PERSONNEL	COMPLY: <input type="checkbox"/> YES <input type="checkbox"/> NO
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The Provider must recruit, interview, hire, train and supervise all medical services staff. The medical services staff must be adequate to meet all conditions and specifications of this Contract. All personnel made available by the Provider to render services hereunder shall be licensed, certified, or registered, as appropriate, in their respective areas of expertise, as required by applicable Georgia law and accepted standards of medical services practice. The Provider shall recommend and make provisions for staff to obtain certification in correctional health care. The Provider may submit with the proposal the resumes and signed letters of intent for key personnel to accept employment. All staff shall meet the background and security clearances of the Sheriff's Office.

The DKSO reserves the right to exclude staff from the Jail and to consider the absence a failure to provide staff in accordance with the core staffing schedule and/or the staffing proposed by the Provider if it is determined that an individual's performance is less than what is considered to be necessary to meet the job requirements and position description for that job, regardless of staff level or length of service.

In the event the Provider is directed by the DKSO Director of Administration to replace staff originally hired as a Key Personnel under the RFP, the Provider may request approval from the DKSO Director of Administration to keep that staff person employed under the RFP, but placed in a lower level position. The DKSO Director of Administration will provide approval/disapproval of said request within 5 days.

The Provider will provide a regular monthly report to the DKSO Director of Administration of all vacancies, recruitment efforts, and proposed new hires by position and vacancy/start date, as applicable. Additionally, the Provider shall submit any and all materials requested by the DKSO Director of Administration for review when making qualification decisions, including a signed application for employment.

The specifications for key personnel must be strictly met as indicated below:

A. Key Personnel

1. Health Services Administrator (HSA)

- a. The Provider shall employ a full time Health Services Administrator with the authority to oversee the administrative requirements of health care programs such as recruiting, staffing, data gathering, financial monitoring, policy and procedures development and review, contracts, health record keeping and other management services.
- b. Must have a minimum of two (2) consecutive years experience as a full time HSA at a correctional facility with an Average Daily Population (ADP) greater than or equal to one thousand (1,000) inmates or one (1) year as a full-time regional manager of a correctional medical service system wherein the managed region has at least one (1) site with an ADP of greater than one thousand (1,000) inmates.
- c. Must have a Bachelor's degree or higher.
- d. The HSA must be present in the Jail not less than forty (40) hours per week, at least five (5) days per week. In the absence of the HSA, the Provider will designate an individual to serve as the acting HSA.

2. Medical Director

- a. The Provider shall employ a full-time Medical Director who is Board Certified in one of the following: Family Practice, Internal Medicine, Surgery or Emergency Medicine.
- b. Must be licensed to practice medicine in the State of Georgia.
- c. Must have a minimum of four (4) years experience in a senior administrative role in a managed care organization. Certification in correctional health care is preferred.
- d. Must have a minimum of two (2) consecutive years experience as a Medical Director in a correctional facility with an ADP of greater than one thousand (1,000) inmates.
- e. The Medical Director must be present in the Jail not less than forty (40) hours per week at least five (5) days per week. In the absence of the Medical Director, the Provider will designate an individual to serve as the acting Medical Director.

3. Director of Nursing

- a. The Provider shall employ a full time Director of Nursing with the authority to manage, direct, supervise and schedule nursing supervisors, Registered Nurses, Licensed Practical Nurses and Medical Assistances.
- b. Must be a licensed Registered Nurse (RN) within the State of Georgia.
- c. Must have a minimum of at least two (2) consecutive years experience in a nursing supervisory position in a correctional facility with an ADP of greater than one thousand (1,000) inmates.
- d. Must have a Bachelor Degree in Nursing (BSN).
- e. The Director of Nursing must be present in the Jail not less than forty (40) hours per week, at least five (5) days per week. In the absence of the Director of Nursing, the Provider will designate an individual to serve as the acting Director of Nursing.

4. Health Information Manager

- a. Must be a licensed accredited Health Information Technician.
- b. Must have three (3) years experience in Health Information.
- c. Must have a minimum of one (1) year experience in Health Information Management in a correctional facility with an inmate ADP of greater than one thousand (1,000).
- d. Must have a minimum of one (1) year experience managing an electronic health records system.
- e. Health Information Manager shall be responsible for all records, including mental health and dental.
- f. The Health Information Manager must be present in the Jail not less than forty (40) hours per week at least five (5) days per week. In the absence of the Health Information Manager, the Provider will designate an individual to serve as the acting Health Information Manager.

B. Senior Clinical Personnel (MD's, PA's, RNP's)

1. Coverage

The Provider shall identify the need, schedule, coordinate and pay for all Senior Clinician (Medical Doctor, Physician Assistant or Registered Nurse Practitioner) services rendered to inmates. The Provider shall identify all responsible Senior Clinical personnel responsible for performing sick call Sunday through Saturday for every Jail unit, for follow-up appointments in the medical service area, for a Chronic Care Clinic, for infirmary care, for annual physical examinations, and for twenty-four (24) hour emergency on call coverage.

A Medical Doctor will be on-site Monday through Saturday between the hours of 9:00 a.m. and 9:00 p.m. and Sunday for a period of four (4) consecutive hours between 9:00 a.m. and 5:00 p.m. An on call physician shall be available twenty-four (24) hours per day for any emergencies and/or consultations. Sunday for four (4) hours consecutively, between the hours of 9:00 a.m. and 5:00 p.m., and Holidays for two (2) hours consecutively between the hours of 9:00 a.m. and 5:00 p.m.

At a minimum, at least one (1) Senior Clinical staff member will be on-site between the hours of 8:00 a.m. and 9:00 p.m. Monday through Friday, Saturday 9:00 a.m. to 9:00 p.m., and Sunday for four (4) consecutive hours between the hours of 9:00 a.m. – 5:00 p.m.

2. Licensure

- a. Primary Care Physicians: All primary care physicians shall be Board Certified in Family Practice, Internal Medicine, Surgery or Emergency Medicine or Obstetrics/ Gynecology.
- b. Specialty Physicians: Physicians who provide specialty services shall be Board Certified or Board Eligible in their respective specialty.
- c. Nurse Practitioners: Nurse Practitioners must be licensed by the Georgia Board of Nursing.
- d. Physician Assistants: Physician Assistants must be licensed by the Georgia Composite State Board.

C. Nursing and Other Personnel

All nursing personnel must have graduated from an accredited Registered Nurse or Licensed Practical Nurse program and hold applicable licenses.

All other ancillary personnel (X-ray Technicians, Physical Therapists, Occupational Therapist, Phlebotomists, HIV Specialist, and Medical Assistants) must meet applicable state regulatory requirements and community certification training standards. The Provider shall ensure that all staff have CPR certification.

V. SALLY PORT TRIAGE

COMPLY: ___ YES ___ NO

The Provider shall be afforded the opportunity to assess arrestees' with significant medical complaints prior to their actual physical commitment to the Jail. Those arrestees' whose physical condition, by the assessment of the Intake Staff, is such that the arrestee will need further diagnostic evaluation and/or treatment which cannot be afforded at the Jail, will be transported by the arresting agency that presented the arrestee to an appropriate medical facility away from the Jail.

The Provider shall maintain an electronic log, using MS Excel, of all individuals refused admission to the Jail containing required information. Alternatively, tracking may be completed via electronic medical records if such reports can be derived from the system.

VI. INTAKE/RECEIVING SCREENING

COMPLY: ___ YES ___ NO

A. The Provider shall perform an initial evaluation to determine if the arrestee can be accepted into the Jail. If the initial evaluation concludes that the arrestee requires additional medical attention/treatment in a hospital setting then Provider's Physician must complete the appropriate forms with all parties' signatures (DKSO, Provider and Arresting Agency).

B. The Provider shall perform receiving screening on all persons that are booked into the Jail in compliance with NCCHC and ACA standards.

1. The Provider shall complete an initial mental health and dental assessment, even if the Provider does not provide mental health or dental services under the Contract.
2. The Provider shall staff the Intake/Receiving Area minimally with a Registered Nurse **solely for this area only** and three (3) Licensed Practical Nurses to cover the female and the male intake area, twenty-four (24) hours a day, seven (7) days a week.

C. Provider shall ensure that all receiving screenings must take place within four (4) hours of an arrestees' arrival at the Jail and before the inmate is admitted to general population.

D. Where an inmate screening is not performed due to the inmate's condition, i.e., combative, severely intoxicated or for other reasons relating to the correctional facility, the reason for such lack of screening shall be immediately and fully documented in the inmate's medical records.

1. The Provider shall make and document observations of inmates that cannot be immediately screened a minimum of every two (2) hours and must screen the inmate within eight (8) hours of their admission to the facility.

2. The Provider shall refer inmates for emergency or additional health services at the time of the receiving screening. Treatment will be initiated where appropriate. Pregnant female shall have documented fetal heartbeats on admission if fetus is viable, approximately twenty (20) weeks gestation.

D. At a minimum, the Receiving Screening shall include, but not limited to:

1. An individual and confidential interview using the Intake/Receiving Screening form.
2. Documentation of current illnesses and health problems, including medications taken, special health requirements, and any mental health illnesses.
3. Notation of body deformities, trauma markings, bruises and ease of movement.
4. Check conditions of skin and body orifices, including rashes, infestations, needle marks or other indications of drug abuse.
5. Medication, special housing and emergency health services will be addressed immediately when appropriate.
6. PPD administered and read within seventy-two (72) hours. When contraindicated a chest x-ray will be ordered and performed within five (5) days of admission.
7. Vital signs, i.e. temperature, blood pressure, pulse, respiration, height and weight.
8. RPR, GC/Chlamydia collection for persons presenting with symptoms.
9. Pregnancy test for all females upon entry. All pregnant arrestees shall be identified and triaged appropriately.
10. An evaluation of urgent medications required by the inmate for chronic disease maintenance and infectious disease care and provide those medications required for health maintenance during the intake /receiving screening process.
11. Medications brought in or self-reported shall be verified and documented.
12. Emergency medication related to other conditions shall be provided.
13. Check incoming inmates for missing teeth and any signs of dental disease.

E. Dental Receiving Screening

Appropriate disposition and follow up requirements shall be documented immediately using approved charting system and immediately forwarded to the Dental Provider.

F. Mental Health Receiving Screening

The Provider shall immediately refer an inmate to the Mental Health Service Provider for a mental health assessment of any inmate identified as having a current mental illness or whose screening indicates the possibility of a mental illness, suicide ideation and/or unstable mental health condition.

VII. INTOXICATION/WITHDRAWAL/DETOXIFICATION COMPLY: ___ YES ___ NO

All inmates received at the Jail with evidence of intoxication or withdrawal secondary to substance abuse shall be provided immediate medically necessary treatment, including detoxification from opiate and alcohol dependence.

Detoxification will be done only under medical supervision and in accordance with federal, state and local laws and regulations.

The Provider shall coordinate its program with local and regional alcohol and drug treatment programs, including a self-help/peer support program, where possible.

The Provider's failure to comply with Intake Screening requirements set forth herein the Contract will result in injury to the DKSO, and because it will be difficult to estimate the extent of such injury, the DKSO and the Provider hereby agree that the DKSO shall deduct from the monthly payment due to the Provider, as liquidated damages, the sum of one hundred fifty dollars (\$150.00) for each and every intake screening which is not performed within the time periods specified above. The DKSO and the Provider hereby agree that the liquidated damages stated above represent both parties' best estimate of the damage resulting from the injury for failure to comply with the Intake Screening requirements of this Contract and is not a penalty.

VIII. 2 SOUTHEAST (72 Hour Holding Area) COMPLY: ___ YES ___ NO

The Provider shall review the initial Intake screening form within sixteen (16) hours of the inmates' arrival into the facility. The review must be completed by a mid-level provider or higher.

The Provider must ensure that inmates with acute and/or chronic conditions requiring treatment are addressed appropriately, as well as classified with respect to medical risk and appropriateness for special programs and housing assignments.

The Provider shall complete a fourteen (14) day health assessment within seventy-two (72) hours or earlier as necessary, for those inmate' s identified with chronic care issues.

The Provider shall refer and enroll the inmate in the Chronic Care Clinic.

All medications must be verified, ordered and administered. Medications will be dosed from stock unless otherwise indicated.

The Provider's failure to comply with the Intake Screening requirements of this Contract will result in injury to the DKSO, and because it will be difficult to estimate the extent of such injury, the DKSO and the Provider hereby agree that the DKSO shall deduct from the monthly payment due to the Provider, as liquidated damages, the sum of one fifty hundred dollars (\$150.00) for each and every intake screening which is not performed within the time periods specified above. The DKSO and the Provider hereby agree that the liquidated damages stated above represent both parties' best estimate of the damage resulting from the injury for failure to comply with the Intake Screening requirements of this Contract and is not a penalty.

IX. WOMEN'S HEALTH CARE	COMPLY: ___ YES ___ NO
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- A. The Provider shall be responsible for the provision of medically necessary health services to the female inmate population in accordance with NCCHC and ACA standards.

- B. The Provider shall establish policies and procedures specific to the health care of pregnant inmates, which must include, at a minimum, the following:
 - 1. Pre-natal care, which includes regular monitoring by a Medical Doctor, Nurse Practitioner or Physician Assistant.

 - 2. Provision of appropriate vitamins, caloric diet and any other medication needed to treat existing medical conditions.

 - 3. Identification and disposition of high-risk pregnancies, to include appropriate timely referrals to the Grady Memorial Hospital Obstetric/Gynecology Clinic.

 - 4. Sexually transmitted disease screening of gonorrhea and chlamydia cultures on all females where clinically indicated.

 - 5. 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.

 - 6. Annual Pap smear for those inmates whose incarceration will be in excess of one (1) year, unless they are HIV infected. In that case, they will be tested every six (6) months, if clinically indicated. (Mammograms, consistent with the American Cancer Society recommendations.)

 - 7. Physical examination that includes inquiry about menstrual cycle and unusual bleeding, the current use of contraceptives, the presence of an IUD, breast masses,

nipple discharge and possible pregnancy plus prenatal, postnatal care and delivery, where applicable.

X. FOLLOW-UP CARE	COMPLY: ___ YES ___ NO
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The Provider shall provide the necessary follow-up for inmate medical problems identified by any of the receiving screening or laboratory tests, including, but not limited to in-patient or outpatient hospitalization, appropriate monitoring and prescription of appropriate medication, and consultation with specialty physicians.

The Provider shall refer inmates in a timely manner to outside specialists in all cases when the Provider lacks the resources to treat in a timely manner the medical or mental conditions of such inmates. Accordingly, The Provider shall coordinate timely access to Grady Memorial Hospital specialists for such inmates and implement all necessary testing needed for specialty consultations.

XI. CHRONIC ILLNESS/DISEASE	COMPLY: ___ YES ___ NO
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- A. The Provider shall establish protocols to be used to develop an on-site chronic illness/disease clinic. A Medical Director, Registered Nurse Practitioner or Physician Assistant will treat inmates referred to the clinic. The Provider shall maintain current clinical guidelines for the most prevalent chronic diseases. The clinical guidelines shall be evidence based and customized for the Jail. The clinical guidelines shall be reviewed and updated annually, to be consistent with nationally accepted practices.
- B. The Provider shall operate a comprehensive chronic care program that ensures that conditions requiring chronic care are appropriately diagnosed, treated, and controlled to prevent and minimize decompensation.
- C. Chronic care conditions minimally shall include patients with chronic medical problems such as asthma, diabetes, epilepsy, hypertension, infectious diseases, developmental disabilities, other disabilities, conditions related to aging and terminal illness.
- D. The Provider shall schedule chronic care clinics and implement individualized treatment plans through periodic outpatient evaluations that minimize acute hospital care services and prevent misuse of primary care services.
- E. Chronic care patients shall be provided a review by a registered nurse or midlevel provider every three (3) months and a physician review minimally every six (6) months and at more frequent intervals when clinically indicated.
- F. The Provider shall refer chronically mentally ill individuals to the Mental Health Services Provider.

G. The Provider shall develop and maintain an electronic log, using MS Excel, of all chronic care clinic encounters. Alternatively tracking may be completed via electronic medical records if such a report can be derived from the system. The chronic care log minimally shall include the following data elements:

1. Inmate Number
2. Intake Date
3. Update Date
4. Last Name
5. First Name
6. Middle Initial
7. Race
8. Date of Birth
9. Service Area
10. Diagnosis #1
11. Diagnosis #2
12. Diagnosis #3
13. Date of Baseline exam
14. Date of last clinical evaluation
15. Date of next clinical evaluation
16. Active/Inactive
17. Date of inactivity
18. Discharge Date

XII. INFECTIOUS DISEASE

COMPLY: ___ YES ___ NO

- A. The Provider shall operate a comprehensive infection control program that ensures that communicable diseases are appropriately diagnosed, treated, and controlled to prevent and minimize infectious disease outbreaks. The infection control program must be in compliance with CDC guidelines and OSHA regulations. The Provider shall provide staff specifically oriented and trained to comprehensively support the Jail's Infectious disease program.
- B. The Provider may be required to organize and chair a monthly infection control meeting that shall include as attendees representatives from each of the other Healthcare Providers, the DKSO, and local health departments, when appropriate.
- C. The Provider shall establish and implement policies and procedures for the care and handling of all inmates diagnosed with an infectious disease. The care and handling of inmates must include on-site case management services. The Provider must establish a working relationship with the DeKalb County Board of Health Infectious Disease Clinic and Grady IDC (Infectious Disease Clinic).
- D. The Provider shall execute the routine collection of lab specimens from infectious disease patients at the Jail.

- E. The Provider shall be responsible for planting TB skin tests and reading the implant no later than seventy-two (72) hours. The Provider shall be responsible for educating and administering TB medication to all inmates that test positive. The ordering of and payment for supplies and medication needed to perform such TB skin tests shall be the responsibility of the Provider.
- F. The Provider shall develop a tuberculosis surveillance program, and communicate with the County and State Health Departments as required for inmate care and under the law. The Provider shall generate and provide monthly logs of all inmates, including the inmate's name and identification number, diagnosed with an infectious disease.
- G. The Provider shall develop and operate an infectious disease clinic that will meet the needs of patients with HIV/AIDS, TB, Hepatitis, MRSA and other infectious diseases.
- H. The Provider's Infection Control Coordinator and staff shall be responsible for monthly education and in-service presentations related to Infection Control issues for the Provider staff, Jail staff as well as for the inmate population throughout the Jail.
- I. The Provider's Infection Control Coordinator or designee shall attend Quality Improvement Meetings.
- J. The Provider's Infection Control Coordinator or designee shall conduct monthly safety meetings for the other healthcare providers and Jail maintenance provider.
- K. The Provider shall provide the following services for DKSO staff upon request at no additional cost:
 - 1. Annual tuberculin skin testing and referral;
 - 2. Tetanus antitoxin post exposure as indicated;
 - 3. Post-exposure testing and prophylaxis for staff, as medically appropriate until the staff member can reach his/her primary physician;
 - 4. Emergency intervention for on-site injuries; and
 - 5. Emergency management plan for mass outbreaks of infectious disease.
- L. If over 5% of the eligible inmate PPDs are not placed and read, or fail to receive timely follow-up, a penalty of \$200 will be incurred times the number of inmates over 5% for whom the PPD was not placed, read, or followed up within the prescribed time frame for the period being measured. (Not to exceed a 30 day period.) For the purpose of this RFP, eligible inmates are defined as inmates in the facility for over 96 hours.

XIII. RESPIRATORY ISOLATION

COMPLY: ___ YES ___ NO

- A. The DKSO has a total of six respiratory isolation cells located in the Infirmary (four (4) on the male side and two (2) on the female side).

- B. The Provider shall provide treatment to inmates whose medical conditions require that they be housed in respiratory isolation cells, as part of the infirmary care program, unless hospitalization is medically indicated.
- C. The Provider shall operate respiratory isolation cells for the inmates assigned to them by the DKSO in consultation with the Jail Maintenance provider and Jail personnel.
- D. The Provider shall round daily on inmates housed in respiratory isolation cells.
- E. The Provider shall inform the Health Services Manager once an inmate is release from a respiratory isolation cell.

XIV. MEDICATION ADMINISTRATION

COMPLY: ___ YES ___ NO

- A. The DKSO will provide the inmates the ability to purchase over-the-counter drugs through the inmate commissary system.
- B. The initial round of prescription medication shall be administered by a licensed nurse within eight (8) hours of the time the prescription for such medication is first written.
- C. Medication administration may be through self-administration by the inmate, as prescribed by the Medical Doctor, Registered Nurse Practitioner, and/or Physicians' Assistant. No inmates receiving mental health care may self-administer medication.
- D. Medication must be delivered throughout the Jail, including the clinic area and housing areas, seven (7) days each week, at a minimum two (2) times per day; however, if medically appropriate and so ordered, medication will be delivered three (3) times per day or more.
- E. The Provider shall verify all medications presented at Intake within eight (8) hours of the inmates admission.
- F. The Provider shall document all refusals in the medical record and counsel inmates regarding the consequences of failing to follow prescribed therapeutic dosing.
- G. All refusals of medications by inmates must be in-person and must be documented as in-person. If prescribed medications are not provided because of refusal or for any other reason, the administering medical staff member shall initial a written explanation.
- H. The Provider shall develop and implement systems to provide medications in a timely manner and to track problems with the dispensing and administration of medications. The Provider shall give to the Sheriff and/or his designee written itemized verification of adherence to the above specifications on a monthly basis. The failure to comply with the requirements outlined above shall be considered a breach of the Contract.

- I. The Provider's failure to comply with the Medication Administration requirements of this Contract will result in injury to the DKSO, and because it will be difficult to estimate the extent of such injury, the DKSO and The Provider hereby agree that the DKSO shall deduct from the monthly payment due to the Provider, as liquidated damages, the sum of two hundred fifty dollars (\$250) for each and every medication distribution not administered within the time periods specified above. The DKSO and the Provider hereby agree that the liquidated damages stated above represent both parties best estimate of the damage resulting from the injury for failure to comply with the Medication Distribution requirements of the DKSO and is not a penalty.
- J. The Provider shall maintain an electronic log, using MS Excel, of all medications administered in the Jail. Alternatively, tracking may be completed via electronic medical records if reports can be derived from the system.

XV. SICK CALL/HEALTH REQUESTS

	COMPLY: ___ YES ___ NO
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- A. The Provider must establish policies and procedures for the care and handling of inmate sick call/healthcare requests. These policies must address inmate access to medical services using a triage method as routine, intermediate or urgent. A face-to-face visit with the inmate/patient must occur within twenty-four (24) hours of the sick call/health request.
- B. Jail staff shall not be involved in any decisions regarding sick call/health requests, except that Jail staff shall assist an inmate in receiving medical, services when he/she requires urgent /emergency attention. Jail staff shall be available to escort inmates to the medical clinic when necessary.
- C. Sick Call Clinic shall be held Sunday through Saturday, at a minimum of seven (7) days a week, by a Medical Doctor, Registered Nurse Practitioner, Physician Assistant or Registered Nurse. Sick Call shall be conducted during both the day (8:00 a.m. – 4:00 p.m.) and evening shifts (4:00 p.m. – 10:00 p.m.) in order to maximize Jail staff resources.
- D. Sick Call Clinic shall continue until it is completed, i.e. when each inmate scheduled to be seen during that sick call clinic, and who shows up for the appointment, has been seen.
- E. All nurses involved in screening such requests and evaluating inmates shall be Registered Nurses with current training in physical assessment. Physical Assessment training shall be provided bi-annually. Inmates referred to Medical Doctors, Registered Nurse Practitioners, and/or Physician Assistants must be evaluated within forty-eight (48) hours of initial referral, or sooner as medically appropriate.
 - 1. A Medical Doctor, Physician Assistant, Registered Nurse Practitioner, will triage, review and act upon all health services request forms daily.

2. The Provider must establish a system that collects all Sick Call/Health Care request forms from initial receipt to final disposition, including evening hours.
3. The Provider's failure to comply with the Sick Call requirements of this Contract will result in injury to the DKSO, and because it will be difficult to estimate the extent of such injury, the DKSO and The Provider hereby agree that the DKSO shall deduct from the monthly payment due to the The Provider, as liquidated damages, the sum of two hundred fifty dollars (\$250.00) for each and every sick call request that is not responded to within the time periods specified above. The DKSO and the The Provider hereby agree that the liquidated damages stated above represent both parties' best estimate of the damage resulting from the injury for failure to comply with the sick call requirements of this Contract and is not a penalty.
4. The Provider shall maintain, using MS Excel, an electronic sick call log. Alternatively tracking may be completed via electronic medical records if reports can be derived from the system. The electronic log or report shall contain, at a minimum, the following:
 - Inmate name and inmate number;
 - Date sick call slip was submitted;
 - Nature of complaint;
 - Triage decision;
 - Date scheduled to be seen;
 - Date of referral to provider to include name, if known, and provider discipline;
 - Date of triage decision; and
 - Name and credential of person making the triage decision.

XVI. 14 DAY HEALTH ASSESSMENT EXAMINATION	COMPLY: ___ YES ___ NO
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- A. The Provider shall perform a comprehensive follow-up appraisal, including a complete physical examination on any inmate confined in the Jail for longer than seventy-two (72) hours, within fourteen (14) calendar days of the arrival. This examination shall be performed annually for those inmates confined over one (1) year.
- B. The comprehensive health appraisal must include a review of the preliminary health screening as well as additional data necessary to complete the medical, dental and psychiatric histories.
- C. The physical examination conducted as a part of the health appraisal shall be performed only by an appropriately trained Registered Nurse, Nurse Practitioner, Physician Assistant or Medical Doctor and shall include minimally:
 1. Heights, weight, pulse, pressure, temperature and respiration.

2. Laboratory and/or diagnostic tests to detect communicable diseases, including sexually transmitted diseases, tuberculosis, and HIV and other tests shall be performed on all inmates no later than the time of the comprehensive follow-up examination. Such tests shall be performed prior to the comprehensive follow-up examination where clinically indicated.
 3. Any additional laboratory work or tests as directed by the Medical Doctor.
 4. An EKG shall be performed on all inmates age forty (40) years or older or as determined by the physician.
 5. For females, the collection of gonorrhea and chlamydia cultures and pap smear shall be performed where clinically indicated. The health assessment of women shall include inquiry about menstrual cycle and unusual bleeding, the current use of contraceptives, the presence of an IUD, breast masses, nipple discharge and possible pregnancy, plus prenatal, postnatal care and delivery, where applicable.
- D. The Provider shall perform reviews, medical examinations, medical summaries or certifications necessary for food handling and work clearances within twenty-four (24) hours from the time such service is requested and the name(s) of inmate(s) are provided to the Provider.
- E. The Provider's failure to comply with the Fourteen (14) Day and Annual Health Assessment provisions of this Contract will result in injury to the DKSO, and because it will be difficult to estimate the extent of such injury, the DKSO and the Provider hereby agree that for each Health Assessment that the Provider fails to perform within the allotted time period, the DKSO shall assess the Provider liquidated damages in the amount of two-hundred fifty dollars (\$250.00). Upon verification of this deficiency, the DKSO shall deduct this amount from the agreed upon monthly invoice and payment. The DKSO and the Provider hereby agree that the liquidated damages stated above represent both parties' best estimate of the damage resulting from the injury for failure to comply with the Health Assessment requirements of this Contract and is not a penalty.

XVII. DIAGNOSTIC AND LABORATORY SERVICES	COMPLY: ___ YES ___ NO
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- A. The Provider shall identify the need, schedule, coordinate and pay for all supporting diagnostic examinations and laboratory services both inside and outside the Jail except those provided for inpatient/inmates through Grady Memorial Hospital, or any other State approved facility.
- B. The Provider shall establish an agreement with an approved supplier to provide laboratory services. Such agreement shall be reviewed by and approved by the Sheriff and/or his designee.
- C. Laboratory services must provide STAT work with results within twenty-four (24) hours after the specimen is in receipt of laboratory company, when such tests are required

and available. RPR testing for syphilis is to be processed within seventy-two (72) hours, and gonorrhea and chlamydia testing for women is to be processed within seventy-two (72) hours.

- D. The Provider shall return lab results electronically. DKSO staff will not provide laboratory courier service.
- E. The Provider's failure to comply with the Diagnostic and Laboratory Services provisions of this Contract will result in injury to the DKSO, and because it will be difficult to estimate the extent of such injury, the DKSO and the Provider hereby agree that the DKSO shall deduct from the monthly payment due to the Provider, as liquidated damages, the sum of two hundred fifty dollars (\$250.00) for each and every laboratory test result not returned within the time periods specified above. The DKSO and the Provider hereby agree that the liquidated damages stated above represent both parties best estimate of the damage resulting from the injury for failure to comply with the Diagnostic and Laboratory Services requirements of this Contract and is not a penalty.

XVIII. X-RAY SERVICES	COMPLY: <input type="checkbox"/> YES <input type="checkbox"/> NO
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- A. The Provider shall utilize, maintain, and provide the x-ray capabilities for the Jail medical unit, including chest x-rays for TB clinic purposes, and other x-rays that may eliminate the need for transportation to Grady Memorial Hospital. The Provider shall give to the Sheriff and/or his designee written itemized verification of the above specifications on a monthly basis.
- B. The Provider shall perform routine x-ray services on a daily basis, Monday through Friday, and must provide emergency twenty-four (24) hours per day x-ray services when needed. The Provider shall ensure that all x-rays are appropriately read by a Board Certified Radiologist within seventy-two (72) hours of the films being taken. The Provider shall include a plan for reading x-rays associated with "emergencies." This plan shall be given to the Health Services Manager.
- C. The Provider shall establish an agreement with a facility to provide radiological services in the event requirements exceed the capability of Jail equipment.
- D. The DKSO is responsible for maintaining all x-ray equipment and providing filing space for all x-rays. All x-rays must be kept on file for at least two (2) years, after which time they may be destroyed. The DKSO is responsible for such destruction on a quarterly basis. The Provider is responsible for notifying the Sheriff and/or his designee of the need for such destruction or retention of x-rays.
- E. The Provider shall implement an efficient filing system for all x-rays. All x-rays will be the property of the DKSO. The Provider shall provide all x-ray film.

- F. The Provider shall maintain, using MS Excel, an electronic log of all x-rays. Alternatively, tracking may be completed via electronic medical records if such a report can be derived from the system. The log shall list, inmate name and identification number, referring physician, date and time referral was made, current and final disposition.

XIX. MAIN MEDICAL CLINIC	COMPLY: ___ YES ___ NO
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The Main Medical Clinic will be operational twenty-four (24) hours a day. The Provider shall staff the medical clinic with a Registered Nurse, **solely for this area only**.

The Provider will provide blood pressure checks for the DKSO staff upon request by the Health Services Manager.

XX. INFIRMARY SERVICES	COMPLY: ___ YES ___ NO
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- A. The Provider shall establish and implement policies and procedures to operate the forty-five (45) bed medical infirmary at the DKSO. The Provider shall utilize the medical infirmary to the fullest capacity to reduce off-site hospitalization when medically feasible.
- B. The Provider shall provide treatment to inmates with acute and sub-acute medical problems that are unmanageable in the general population in the medical infirmary, unless hospitalization is medically indicated.
- C. The Provider shall create and maintain a medical record/chart for each patient in the Infirmary to be maintained in the Infirmary until the patient is released, at which time it is forwarded for incorporation into the patient health record.
- D. Operation of the Infirmary shall include:
1. On call physician, senior clinician services twenty-four (24) hours per day. A physician must round and enter a progress note on all inmates in the infirmaries every twenty-four (24) hours.
 2. The infirmary shall be staffed according to the levels of care needed by the inmates. Registered Nurses are to be on duty twenty-four (24) hours per day seven (7) days per week. Should the level of care fall within the scope of a Licensed Practical Nurse, daily on-site supervision by a Registered Nurse is acceptable for the medical infirmary only.
 3. All inmate/patients shall be within sight or hearing of a medical staff person at all times. If intravenous medications are being administered, a Registered Nurse must be physically present at all times.

4. A pre-approved manual of Nursing Care procedures shall be followed for infirmary care.
5. A complete in-patient record for each inmate/patient admitted to the medical infirmary shall be kept, including admission work-up and discharge planning.
6. No inmate shall be moved into the medical infirmary without the express approval of the assigned infirmary Physician. More specifically, all mental health inmates assigned to the infirmaries due to protective custody must have their transfers authorized by the assigned infirmary Physician.
7. The Provider shall be responsible for the routine infirmary daily care standards of inmates transferred to the infirmary for non-medical reasons, to include visual checks of inmates with documentation. Inmates in the infirmary for non-medical reasons shall be afforded medical service by the Provider the same as those inmates on the routine housing units.

XXI. REFERRAL SYSTEM	COMPLY: ___ YES ___ NO
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The Provider shall establish referral policies and procedures for the care and handling of inmates whose medical care requires a higher level of care than that provided at the Jail.

The Provider is responsible for locating an appropriate Physician and establishing the appointment date and time in the event an inmate requires the services of a specialist.

The Provider shall provide a system that can identify, isolate and track inmate referral cases.

When an inmate is referred to a specialist, the Primary Care Physician shall review the inmate's medical condition every thirty (30) days or sooner, until the specialist sees the inmate.

The Provider shall generate and submit a copy of the monthly log on all referrals to the Health Services Manager. The Provider shall maintain, using MS Excel, an electronic log of all referrals. Alternatively, tracking may be completed via electronic medical records if such a report can be derived from the system. The log shall list inmate name and identification number, referring physician, date and time referral was made, current and final disposition.

XXII. EMERGENCY MEDICAL SERVICES	COMPLY: ___ YES ___ NO
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1. The Provider shall provide emergency care and emergency treatment for all inmates in the facility. Such emergency treatment for inmates shall be performed either within the facility or at Grady Memorial Hospital or other medical care facility as the Provider shall deem necessary and appropriate.

2. In the event of an emergency, first-aid and cardiopulmonary resuscitation services will be provided on site.
3. The Provider shall provide emergency medical services in the Jail to corrections staff, both certified and civilian, and to facility visitors as may be necessary and deemed appropriate by the medical staff.
4. The Provider shall respond to all use of force and similar incidents. Subsequent to each incident, the Provider shall evaluate and treat inmates and staff, as necessary and shall document the actions in the patient health record or elsewhere as appropriate.
5. The Provider shall be responsible for making arrangements for emergency ambulance service, coordinating its use and contacting emergency medical personnel to transport inmates to outside hospital facilities where the inmate's medical condition indicates such transport is appropriate. The Provider shall notify appropriate Jail staff that an escort is necessary when EMS personnel are brought into the Jail and when inmates are being transported outside the Jail.
6. Emergency transport shall be by an appropriately equipped emergency medical services (EMS) vehicle and not by DKSO transport.
7. The Provider shall ensure that there is on duty at the facility twenty-four (24) hours a day, seven (7) days a week one or more persons who may immediately authorize the emergency transport of an inmate to an outside hospital facility for emergency medical, dental and mental health care.
8. The Provider shall report and document all emergencies requiring a "911 call" in writing to the Jail Health Services Manager and the Jail Division Commander within twenty-four (24) hours by the Provider.
9. The Provider shall generate and provide the Health Services Manager, and Jail Division Commander a weekly log on all inmates requiring emergency services, Monday through Sunday. The log shall list, at a minimum, inmate name, identification number, The Provider name and diagnosis.
10. The Provider shall maintain an electronic log using MS Excel, of all emergency transports and emergency services rendered at the Jail. Alternatively, tracking may be completed via electronic medical records if such a report can be delivered from the system.

XXIII. SPECIAL CONFINEMENT

COMPLY: ___ YES ___ NO

1. The Provider shall provide sick call to special confinement inmates in the Jail equivalent to the sick call services available to the general population in the Jail.

2. A Registered Nurse or higher level provider shall conduct daily rounds in each Special Confinement area.
3. The provider making the rounds shall have visual contact with each inmate and shall make a verbal inquiry as to the inmate's health condition.
4. Special Confinement round documentation shall include a disposition of the inmate's complaints, the name and title of the employee making the rounds, and a note that the visual and verbal contact did occur.
5. Special Confinement Area rounds shall be documented on a Special Confinement form and entered into an electronic log or record, daily.

**XXIV. GRIEVANCES, COMPLAINTS AND ANY
OTHER COMPLAINTS**

COMPLY: ___ YES ___ NO

- A. The Provider shall investigate grievances which are complaints made by inmates or any other person of interest (i.e. Inmate advocates such as the ACLU) regarding medical services encounters or sick call and respond to the DKSO Director of Administration, when indicated, or the DKSO Health Services Manager regarding any aspect of the medical service within ten (10) days after receipt of request. The Provider shall also investigate any other complaint made by inmates or persons of interest in coordination with the DKSO Health Services Manager that may directly involve the medical Staff.
- B. All complaints shall fully comply with the DKSO directive and policy and its time restrictions. The Provider shall cooperate with the Medical Grievance Coordinator and comply with the policies and directives for the Inmate Grievance Procedure that is part of the DeKalb County Jail Inmate Handbook.
- C. A copy of complaints about service received directly by the Provider shall be forwarded to the Grievance Coordinator of the institution upon receipt to determine whether a response is required.
- D. Any time a Provider's response is considered unacceptable and/or inadequate by the DKSO's Health Services Manager, i.e., does not directly answer the question posed, it will be returned to the Provider by the DKSO's Health Services Manager for re-investigation and more appropriate response before being sent to the inquirer.
- E. All correspondence relating to all grievances, complaints or any other complaints made by any other person of interest shall be tracked in an Excel spreadsheet to include:
 1. Inmate name and identifying Permanent Number,
 2. Inmate housing location
 3. Grievance case number,

- 4. Subject of complaint
- 5. Date of receipt from Inmate,
- 6. Date received by the Medical Grievance Coordinator,
- 7. Date received by the Provider
- 8. Grievance due date,
- 9. Date the Grievance returned by the Provider
- 10. Completion date,
- 11. Notes field,
- 12. Spreadsheet calculated formula (# of days grievance process due or overdue)

- F. The DKSO Director of Administration and the DKSO Health Services Manager shall have searchable, read-only access to the Grievance/Complaint Excel spreadsheet via secure (password protected) internet or LAN connection.
- G. The DKSO Director Administration, at his/her sole discretion, may direct that the Provider take specified action with regard to a complaint.

XXV. QUALITY CONTRACT MANAGEMENT PLAN **COMPLY: ___ YES ___ NO**

- A. The Provider shall establish a regular monthly meeting (Quality Improvement Committee) that includes DKSO and the Provider staff to address integration of medical and correctional goals and services (i.e., conflicts among medical and correctional staff, includes when inmate care was delayed or denied due to problems of miscommunication among staff members, staffing, staff training or staff deployment needs.).
- B. The Provider shall identify and implement solutions to address opportunities for improvement. The Provider shall keep minutes of all meetings.
- C. The Provider shall perform ongoing Quality Control Management that monitors the access to and quality of inmate medical services provided at the Jail. The Quality Control Management program shall monitor all aspects of healthcare including at least the following: access to health, medication management, nursing services, physician services, access to specialty care, environmental services, infection control procedures, healthcare records, sick call services, intake screening and evaluations, chronic disease services, infirmary care, diagnostic services, discharge planning, and adverse patient occurrences, including all deaths.
- D. The Provider Quality Control Management program shall include reviews of all aspects of inmate medical services at the Jail and shall identify any deficiencies in services to inmates as well as any staff training needs and/or deficiencies. Corrective plans to address all deficiencies and recommended improvements shall be prepared and the Quality Control Management program shall include ongoing assessment of the effectiveness of corrective plans and actions.

XXVI. REPORTING REQUIREMENTS **COMPLY: ___ YES ___ NO**

- A. The Provider shall generate a comprehensive statistical report to be provided to the Health Services Manager in order to better manage overall costs, staffing patterns, disease patterns, medication issues, and hospital trips. The Provider shall be able to produce the following reports and demonstrate a history of producing such reports in other facilities:
- B. The report shall be provided by the fifth (5th) calendar day of each month.
- C. The statistical report minimally shall include the following:
1. Number of hospital admissions
 2. Total hospital days
 3. Outside consultation
 4. Number of Transports
 5. Emergency Room visits
 6. Outpatient surgery
 7. Outside x-rays
 8. In house x-rays
 9. # of inmates seen by physician
 10. Inmates seen PA/NP
 11. Inmate intake screens
 12. Pregnancies
 13. Births
 14. Number of positive PPD's
 15. Number of PPD's taken
 16. Number of HIV tests
 17. Number of +HIV tests
 18. Number of New Hep C cases
 19. Dialysis
 20. Deaths
 21. Infirmary Admissions (Medical vs. Mental Health)
 22. Total number of sick call slips received
 23. On-site Specialty Clinics (Optomology, Ortho)
 24. Chronic Disease
 - a. HTN/cardiac
 - b. Diabetes
 - c. TB
 - d. General Medicine
 - e. Seizure
 - f. Asthma
 25. Prison Rape Elimination Act (The DKSO has a written policy mandating zero-tolerance for all forms of sexual abuse and enforces the policy in the Jail. The Provider must develop and implement processes and procedures to comply with PREA standards.)

XXVII. EYE CARE

COMPLY: ___ YES ___ NO

The Provider shall identify the need, schedule, and coordinate inmate emergency eye care with Grady Memorial Hospital.

The Provider will be responsible for optometric services when eyeglasses are court ordered or prescribed by the Grady Health System Eye Clinic. The DKSO will be responsible for reading glasses for inmates that qualify.

XXVIII. HOSPITALIZATION/TRANSPORT

COMPLY: ___ YES ___ NO

A. Inmate Medical Transport

1. The Provider shall have policies, procedures and/or protocols regarding inmate transport to outside medical facilities for all health care services.
2. The Provider shall identify the need, schedule, and coordinate any inpatient or outpatient hospitalization of all inmates.
3. The Provider must determine whether an inmate should be transported via Jail field transport or EMS. The Provider shall monitor and provide all health care services in holding areas, while inmates are awaiting transport.
4. The Provider shall maintain documentation logs of all inmates transported outside the jail for any health care appointments and hospitalizations.
5. The Provider shall ensure that a Registered Nurse processes all returning inmates to gather information provided at other medical facilities and to update medical records, as well as take medications or forms provided by outside medical facilities.
6. The Provider shall prepare medical summaries for transmittal with all inmates being transferred to facilities outside the DKSO.
7. The Provider will be responsible for coordinating and tracking oral surgeries for Dental Providers.

8. The Provider shall arrange and coordinate all required non-emergency transportation for inmates requiring health care services that cannot be rendered at the Jail Clinic.
9. The Provider shall notify the Sheriff and/or his designee and Chief of Jail Operations for coordination of all same-day non-emergency transports. The Provider shall submit a weekly schedule to the Sheriff and/or his designee, Chief of Jail Operations, and Health Services Manager to assist with appropriate security coverage and coordinate transportation.
10. Should inmates require emergency transportation due to life-threatening injury or illness, the Provider shall contact DeKalb County Emergency Medical Services (EMS) for emergency treatment and transport with notification to Jail staff; DeKalb EMS charges will not be the responsibility of the Provider.
11. The Provider shall maintain an electronic log, using MS Excel, of all emergency and non-emergency transports. The transport log minimally shall include the inmate's name, identification number, referring provider and diagnosis.

B. Hospitalization Costs

1. Jail Inmate inpatient or outpatient hospitalization, including institutional charges, physician charges, laboratory services, testing and x-rays required or performed for such treatment will be provided by Grady Memorial Hospital. In the event that Grady Memorial Hospital no longer provides insight care to DKSO inmates, The Provider shall identify the need, scheduling, and coordination of inmate care outside the Jail.
2. Unless otherwise specified herein, those specialty services that cannot be rendered at the Jail or by the Grady Memorial Hospital shall be the financial responsibility of the Provider.

C. Emergency Outpatient Costs

When EMS is called for life-threatening emergency transportation, their medical protocols will determine the institution to which the inmate is taken for treatment. If EMS removes the patient to an institution outside the Jail, medical expenses arising because of such treatment shall not be the responsibility of the Provider. If after review of the weekly log for emergency transportation requests, the Sheriff, his designee, Chief of Jail Operations, Health Services Manager, Medical Director and authorized EMS personnel deem any EMS referral as inappropriate and services could have been provided here at DeKalb County Jail medical department, the cost of that EMS transport will be incurred by the Provider. The amount of the EMS invoice shall be deducted from the agreed upon monthly invoice.

XXIX. UTILIZATION MANAGEMENT	COMPLY: ___ YES ___ NO
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- A. The Provider shall furnish and pay for all medical supplies and services required for inmate health care, except for those medical supplies and services that are specifically identified as provided by the DKSO. The DKSO will continue to provide all non-medical supplies and services for inmates under health care as are provided for other Jail inmates, including those required for housekeeping, diet, personal hygiene, linens, and non-medical inmate programs. The DKSO will ensure daily cleaning of the Medical Services areas.

- B. The Sheriff shall make existing Clinic Offices and workspace available to The Provider at the commencement of the Contract and shall continue to provide building maintenance and housekeeping services for those areas.

XXXIII. HAZARDOUS WASTE	COMPLY: ___ YES ___ NO
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- A. The Provider shall be responsible for collection and secure storage of all bio-hazardous waste generated in all medical areas of the Jail in a manner conforming to federal, state, and local requirements.

- B. The DKSO will be responsible for disposal cost of all bio-hazardous waste generated in the Jail, both medical and non-medical.

XXXIV. EMERGENCY PREPAREDNESS	COMPLY: ___ YES ___ NO
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- A. The Provider shall implement, as necessary, treatment and evacuation procedures for both individual and multiple casualties, consistent with the DKSO Emergency Preparedness Plan.

- B. The Provider shall conduct a mock disaster drill at the Jail in collaboration with Jail personnel.

- C. The Provider shall ensure that the medical personnel are available to provide health care services on-site as required by the Contract during severe weather, natural disasters and other emergencies.

- D. The Provider shall participate in all regional and statewide institutional emergency services plan rehearsals.

- E. The Provider shall document and critique the responses of the medical staff to disasters and disaster drills, shall develop corrective action plans as necessary to correct deficiencies and shall submit a comprehensive report to the Health Services Manager within thirty (30) days of the activity.

- F. The Provider shall document and critique the response of the medical staff of two (2) "man down" drills per shift per year, shall develop corrective action plans as necessary

and shall submit these to the Health Services Manager within thirty (30) days of the activity.

- G. The Provider, as part of its emergency management plan, shall plan for mass outbreaks of infectious disease, showing plans for the use of the six (6) available respiratory isolation beds located in the Jail.

XXXV. MEDICAL RECORDS	COMPLY: ___ YES ___ NO
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- A. The Provider shall, maintain complete and accurate medical, mental health and dental records separate from the Jail confinement records of inmates. All references to medical records in this section refers to the complete patient health record, including medical, dental and mental health records. In any criminal or civil litigation where the physical or mental condition of an inmate is an issue, or when medical care is an issue, The Provider shall at all times provide the Administrator of the Jail with access to such records and, upon request, shall provide copies of such records. All contact with an inmate, whether for medical, dental or mental health concerns, shall be documented by the Provider and filed in the inmate's medical record.
- B. The Provider shall develop a system for ensuring that medical records at the Jail are complete, legible, and contain the necessary signatures in accordance with professional standards. All health care entries shall be dated and timed. Laboratory and diagnostic reports shall be signed and dated to acknowledge timely review.
- C. The Provider, except as provided by the DKSO policy, by court order, or otherwise in accordance with applicable law and acceptable medical practice shall release no information contained in the medical records.
- D. All inmate medical records are the property of the DKSO. At the termination of this Contract, all records shall be delivered to the custody of the Sheriff, who shall make ongoing access to such records reasonably available to the Provider for purposes of defending litigation. Such medical records shall be maintained for a period of seven (7) years.
- E. The Sheriff will allow the Provider, consistent with applicable law, access to his records relating to the delivery of health care to inmates. The Provider will not have access to any records maintained by the Office of Professional Standards.
- F. The Provider shall be responsible for the tracking of medical records from checkout to return of records and archival and retrieval of inactive medical records.
- G. Medical records maintained at the Jail shall be compiled and maintained in compliance with NCCHC and ACA standards, as well as HIPPA guidelines.

- H. Except as permitted by law, security personnel will not be allowed access to the medical records room. Further, inmates are not allowed access to the medical records room.
- I. The Provider shall keep confidential all active and inactive medical records. Such records shall be kept confidential and separate from confinement records. Access to medical records shall be available only to authorized personnel.
- J. Should the Sheriff and/or his designee determine that a deficiency exists in the medical record(s) of one (1) or more inmates, the Sheriff and/or his designee shall promptly notify the Provider.
- K. All filing for medical records generated by the Dental and Mental Health Providers must be forwarded to the Medical Provider no later than two (2) days after the generation of the dental or mental health record.
- L. Because The Provider's failure to comply with the Medical Records provision of this Contract will result in injury to the DKSO and the and it will be difficult to estimate the extent of such injury, the DKSO and the Provider hereby agree that the DKSO shall assess the Provider liquidated damages in the amount of five hundred dollars (\$500.00) for each three (3) day period that medical records are improperly maintained. DKSO and the Provider hereby agree that the liquidated damages stated above represent both parties' best estimate of the damage resulting from the injury for failure to comply with the Medical Records requirements of this Contract and are not a penalty.
- M. The medical records office shall be open twenty-four (24) hours per day, seven (7) days per week. The medical charts must be available. There shall be no more than a three (3) day lag between the generation of a medical record and its filing.
- N. In addition to paper records being maintained, the Provider is expected to provide an electronic health records system that interfaces with our Jail management system called Odyssey.
1. The Provider's Electronic Health Records System must meet the following criteria for evaluation:
 - Must improve patient safety
 - Must support the delivery of effective care
 - Must improve efficiency
 - Must be feasible to implement
 - Must be able to transfer electronic health records from the current electronic health records system (ERMA) to the successful Provider's electronic health records database.
 2. The Provider's Electronic Health Records System must meet the following core

functionality requirements:

- Contain electronic health data
 - Must manage order entry and results
 - Provide decision support
 - Support connectivity to other systems, including but not limited to Odyssey, Web- based Pharmacy ordering system, and Lab Results
 - Facilitate patient education
 - Support population based reporting
3. The Electronic Health Records System must address the following clinical information systems:
- Administration
 - Patient search
 - Intake Examination
 - History and Physical Examination
 - Automated patient summary
 - Chronic Care Tracking system
 - Grievance Tracking System
 - Alerts
 - Forms and reports
4. The Electronic Health Records System must contain the following forms:
- Intake, History, Physical
 - Nursing Evaluation tools
 - Patient Information Sheets
 - Discharge Planning Forms
 - Requisitions and Order Sheets
5. The Electronic Health Record System must have capabilities to produce the following types of reports:
- Operational
 - Administrative
 - Clinical
6. The contractor is expected to provide all hardware necessary to support the Electronic Health Records System.
7. Because The Provider's failure to comply with the Electronic Health Records System provision of this Contract will result in injury to the DKSO and it will be difficult to estimate the extent of such injury, the DKSO and the Provider hereby

agree that the DKSO shall assess the Provider liquidated damages in the amount of five hundred dollars (\$500) for every eight (8) hours the Electronic Health Records System is incapable of performing essential functions. Essential functions for the purpose of this contract specification shall mean data entry capabilities, clinical processing for intake/receiving screening, health assessment, sick call and medication administration, as well as the ability to run reports. DKSO and the Provider hereby agree that the liquidated damages stated above represent both parties' best estimate of the damages resulting from the injury for failure to comply with the Electronic Health Records System requirements of this Contract and are not a penalty.

XXXVI. MORTALITY REVIEW

COMPLY: ___ YES ___ NO

- A. The Provider shall manage a formal mortality review process that includes clinical and correctional staff. All mortality reviews will be conducted within (30) days of an inmate death and include an administrative review, clinical mortality review and a psychological autopsy if death is by suicide.
- B. The Provider shall ensure that all corrective actions identified through the mortality review process are implemented and monitored through the Continuous Quality Improvement program for systemic issues and through a patient safety program for staff-related issues.

XXXVII. CONSULTATION SERVICES

COMPLY: ___ YES ___ NO

The Provider shall provide consultation service to the DKSO on any and all aspects of the health care delivery system at the Jail including evaluations and recommendations concerning new programs, staffing patterns, medication administration patterns and any other matters related to this Contract upon which the Sheriff seeks the advice and counsel of the Provider.

XXXVIII. COST EXCLUSIONS

COMPLY: ___ YES ___ NO

The Provider shall not be responsible for the cost of health care as follows:

- A. To any individual prior to formal booking and physical commitment into the Jail.
- B. For injuries sustained while on temporary release, escape or otherwise away from the Jail. The Provider will be responsible for follow-up treatment after the inmate is returned.
- C. To any inmate actually held in another correctional institution while that inmate is away from the Jail, unless special circumstances exist.
- D. To any infant born to inmates. The Provider will be responsible for health care of pregnant inmates.

- E. For any elective medical care an inmate is allowed to receive during custody, wherein that care, which if not received, will not in the opinion of the Provider cause the inmate's health to deteriorate, nor cause definite harm to inmate's well-being unless it is court ordered.

XXXIX. MEDICAL DIETS	COMPLY: ___ YES ___ NO
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- A. The Provider shall be responsible for coordinating with the Jail's Food the Provider to ensure the provision of clinically medical diets. The Provider shall work with the dietician from the Food Services Providers and the Health Services Manager to minimize the number of unnecessary diet prescriptions.
- B. The Provider shall transcribe the prescribed diets and distribute to the Food Services Provider and the Health Services Manager daily.
- C. The Provider shall maintain an electronic log of all presented medical diets.

XL. EDUCATION/TRAINING	COMPLY: ___ YES ___ NO
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- A. The Provider will develop and implement a comprehensive training program for institutional medical, custodial and civilian staff. The goals of such trainings are to provide medical staff with current information on best practices and to have the opportunity to earn continuous education credits and to provide civilian and custodial staff relevant health information that will help them to better manage the inmate population. Additionally, medical staff will develop and implement a monthly health education program for inmates.
- B. The Provider is expected to, at a minimum, provide the following training, for custodial and civilian staff:
- 1.Chronic Disease Awareness
 - 2.Issues of medical confidentiality and patient privacy
 - 3.Hepatitis Education
 - 4.TB Education
 - 5.Communicable diseases
- C. The Provider is expected, at a minimum, to provide the following trainings to inmates:
1. Nutrition
 2. Introduction to Medical Services
 3. Managing Chronic Disease
 4. Communicable Diseases
 5. Medication Management
 6. Family Planning/ Contraception Counseling
 7. Personal Hygiene

XLII. PRIORITY OF HEALTH CARE SERVICES **COMPLY: ___ YES ___ NO**

Health care services shall have priority over all Jail functions, except for issues directly related to Jail security. Specifically, health care shall have priority over commissary activities, linen passes, inmate-attorney visits, welfare item distribution, chaplain services. In the event that any of the above activities or services are occurring in areas typically reserved for health care services (namely, in the unit conference rooms or multipurpose rooms, the clinic and the infirmary area), the Sheriff and/or his designee upon notification by the Provider, shall ensure that persons engaged in the above activities yield these areas immediately to health care personnel in order for health care services to be rendered.

XLIII. COORDINATION OF CARE **COMPLY: ___ YES ___ NO**

If delivery of medical service requires coordination with Jail staff/services/programs, it will be the obligation of the Provider to notify in writing the Sheriff and/or his designee of such necessity, including instructions for the successful completion of such coordination. If the Jail staff/services/programs do not implement the instructions of the Provider, the Provider will notify the Sheriff or the Sheriff's designee in writing immediately of such failure to implement the instructions of the initial memorandum.

XLIV. ACCREDITATION **COMPLY: ___ YES ___ NO**

- A. The Provider shall adhere to the standards of care established by accrediting agencies, including, but not limited to the National Commission on Correctional Health Care (NCCHC), American Correctional Association (ACA) and all applicable regulatory requirements of the DeKalb County Board of Health (BOH), and Occupational Safety and Health Administration (OSHA), Drug Enforcement Agency (DEA) and Immigration and Customs Enforcement (ICE).
- B. The Provider shall maintain accreditation by NCCHC and ACA.
- A. The Provider shall have a demonstrated history of passing NCCHC and/or ACA accreditation and be able to demonstrate positive audit histories from past or current correctional facilities.
- B. The Provider shall be deemed in compliance with accreditation requirements if they perform all duties within their immediate control, on time and promptly notify the DKSO of all units and sections within the Jail where the performance affects the viability of re-accreditation.

XLV. CONTINUOUS QUALITY IMPROVEMENT (CQI) **COMPLY: ___ YES ___ NO**

- A. The Provider shall have a plan to institute a program that monitors and improves inmate medical care.

- B. The Provider shall have a history of implementing CQI programs in facilities similar in size to the DKSO.
- C. The Provider shall submit a sample annual CQI program that at a minimum includes the following:
 - 1. Ability to identify problems, implement and monitor corrective actions, and study its effectiveness.
 - 2. A licensed physician involved in the program who is responsible for identifying thresholds, interpreting data and solving problems.
 - 3. A multi-disciplinary Quality Improvement Committee that meets no less than quarterly.
 - 4. An annual review of the effectiveness of the CQI program by reviewing CQI studies and minutes.
 - 5. At least two process quality improvement studies and two outcome quality improvement studies a year.

XLV. PEER REVIEW	COMPLY: ___ YES ___ NO
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- A. The Provider shall have an appropriate, clinically equivalent clinician review the work of all practicing physicians and midlevel providers on a bi-annual basis.
- B. A monthly Peer Review report of specific Medical Professionals judged not to meet professional standards shall be submitted to the DKSO Director of Administration. The specific Medical Professionals are physicians, nurse practitioners, physician assistants, nurses, specialist, and technicians.
- C. The Provider's Director of Medical Health Services shall manage the process for professional peer review.
- D. A discipline appropriate, clinically equivalent, clinician shall review the work of the specific Medical Professionals minimally on an annual basis (results to be communicated DKSO Director of Administration within 15 days after the anniversary of hire date).
- E. The Provider shall conduct specific reviews of the work of all of its own Medical Professionals or other subcontracted persons, including all Medical Professionals providing inmate mental health care services to the DKSO Director of Administration.
- F. A Medical Professional specific peer review shall be conducted at the request of the DKSO's Director of Administration/designee if the care in a specific death review was

deemed below standards such that consideration for concerns related to ongoing competency is raised. The review must be completed within 10 working days and e-mailed within that same time to the DKSO's Director of Administration/designee.

- G. The Provider shall ensure that the results of the review shall be communicated to the providers and to the Health Services Manager.

XLVI. AVERAGE DAILY INMATE POPULATION (ADP): INVOICE ADJUSTMENTS FOR PER DIEM	COMPLY: ___ YES ___ NO
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- A. The Provider's itemized monthly invoice shall be adjusted when the actual ADP calculated for the end of the month falls below the minimum inmate population number, or exceeds the maximum inmate population number stated in the ADP applicable to that Contract Period, as contained in the Contract.
- B. Should the actual ADP for any month fall below the minimum number of the estimated ADP applicable to that Contract Period, then the Provider shall decrease charges to the County for that month in an amount calculated by subtracting the actual ADP from the minimum estimated ADP in the range applicable to that Contract Period, then multiplying the resulting number by the number of days in that month, then multiplying that number by the applicable per diem rate.
- C. If the actual ADP of any month exceeds the maximum number of the ADP applicable to that Contract Period such that additional staff is necessary, then the The Provider shall increase the charges in their invoice to the County for that month in an amount calculated by subtracting the maximum estimated ADP in that range applicable to that Contract Period from the actual ADP and then multiplying the resulting number by the applicable per diem rate. In addition, The Provider shall simultaneously indicate the proposed staff increases to be covered by the per diem, and provide documentation sufficient to prove to the County's satisfaction, at the County's sole discretion, that such staff increases were implemented during said month.
- D. Where the actual ADP falls within the range of the estimated minimum and maximum daily inmate population for that period, no per diem will be assessed and no per diem adjustment will be made.

XLVII. COMPENSATION AND ADJUSTMENTS	COMPLY: ___ YES ___ NO
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- A. Based upon attendance records furnished to the Health Services Manager after any positions included in the authorized staff level that are vacant during the reporting period, The Provider's invoice to the DKSO shall be reduced in accordance with paragraph B, Adjustments for Staffing for Vacant Positions, below.
- B. Adjustments for Staffing for Vacant Positions:

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1. A position is considered vacant if after seven (7) days, a qualified person is not present for duty, fulfilling the requirements of this Agreement. If a position is vacant, the following table will be used to assess the The Provider Liquidated damages. The Providers monthly invoice shall be reduced by using the daily position cost times the number of days vacant during the invoiced period.

2. Any vacancy of a Principal or Key Leadership position for greater than sixty (60) days shall result in an adjustment of twice the Daily Position Cost shown in the table above, times the number of days the position is vacant after sixty (60) days. This adjustment is in addition to the prior or ongoing adjustments made monthly for the vacant positions, as defined in paragraph B, Adjustments for Staffing for Vacant Positions, above.

Position	Estimated Daily Position Cost
HSA	\$250.00
MEDICAL DIRECTOR	\$880.00
DIRECTOR OF NURSING	\$220.00
HEALTH INFORMATION MANAGER	\$160.00
STAFF PHYSICIAN	\$700.00
HIV SPECIALIST	\$330.00
PA/RNP	\$550.00
ADMINISTRATIVE ASSISTANT	\$ 90.00
RADIOLOGY TECHNICIAN	\$120.00
MEDICAL RECORDS CLERK	\$ 80.00
BILLING CLERK	\$ 80.00
NURSING SUPERVISOR	\$180.00
RN	\$160.00
LPN	\$120.00
MA/NA	\$ 80.00

XLVIII. END OF CONTRACT TRANSITION	COMPLY: ___ YES ___ NO
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- A. The Provider shall provide all of the transition efforts to ensure a quality, smooth, efficient and timely transition to DKSO or DKSO’s agent(s). Near the end of the contract the Provider shall support end-of-contract transition efforts with technical, business, and project support.
- B. The Provider shall draft and submit a transition plan prior to completion of the contract outlining the steps necessary to transition activities to DKSO.

XLIX. PROBLEM ESCALATION PROCEDURE

COMPLY: ___ YES ___ NO

The Provider must provide and maintain a Problem Escalation Procedure for both routine and emergency situations. This Procedure must state how the Provider will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the DKSO Director of Administration within appropriate timeframes. For the on-site Medical Health Service Director please escalate as follows:

1. Contact Health Services Manager
2. Contact Director of Administrator
3. Contact Chief of Administration



ATTACHMENT K

Exception to the Scope of Work or
Standard County Contract, if any