



**REQUEST FOR PROPOSALS**

**SPALDING COUNTY**  
**CORRECTIONAL INSTITUTION**  
**INMATE MEDICAL SERVICES**

Issued: May 27, 2022

Bid No. 2022-10

Deadline: June 21, 2022, at 2:00 P.M.

Spalding County Courthouse Annex

Terri Bass, Purchasing

119 E. Solomon Street

Griffin, GA 30223

[www.spaldingcounty.com](http://www.spaldingcounty.com)

(770) 467-4226

## **INTRODUCTION**

Spalding County, Georgia, hereinafter referred to as the "County", is requesting bids for the provision of inmate health care services to include medical and vision services, health care personnel, and program support services for a population of inmates, for an initial term to begin July 1, 2022, and terminate on June 30, 2024. In addition, the final contract will provide for annual renewal.

The County may exercise the options to renew if it appears to be in the best interest of the County and is agreeable with the contractor.

The County operates a 384 bed Prison facility hereinafter referred to collectively as "Prison":

Facility Name:	Spalding County Prison
Street Address:	295 Justice Blvd.
Telephone:	(770) 467-4760
Contact Person:	Carl Humphrey

Maximum Capacity: 384    Female: 0    Male: 384  
Current Average Daily Population: 380

Spalding County Prison Houses State inmates who comprise 100% of its population. The Prison is a work camp which houses only males that are capable of performing work details within the County. Any State inmate who is incapable (because of medical or physical ailments) of performing work details is transferred back to a State facility.

Pursuant to Georgia Law, the Georgia Department of Corrections will reimburse Spalding County for costs of direct medical services required for emergency medical conditions posing immediate threat to life or limb if a state inmate cannot be placed in a state institution for the receipt of the emergency medical care. However, the state's obligation arises only when the costs per inmate per incident exceed \$1,000 and the state will only be liable for the amount in excess of \$1,000. Further, the state will reimburse the county for said medical expenses exceeding \$1,000 at no more than the applicable Georgia Medicaid rate for emergency services provided to a state inmate.

The current inmate medical services contract provides for a maximum of 384 inmates. This care is rendered on a twelve (12) hour a day five day a week basis. This care is to be delivered to individuals under the custody and control of County at the Prison.

### **I. OBJECTIVES OF THE RFP**

The objectives of this RFP are as follows:

- A. To collect information necessary for the evaluation of competitive proposals submitted by qualified bidders.

- B. To provide for a fair and objective evaluation of proposals.
  
- C. To generate a contract between the successful bidder and the County that will provide:
  - 1. Health care services that comply with established community standards, MAG, ACA and/or current NCCHC health services standards.
  - 2. Health services staffed with licensed, certified and/or professionally trained personnel.
  - 3. Health services program delivered in a cost-effective manner with full reporting and accountability to County.
  - 4. An annual written health care plan with clear objectives, site specific policies and procedures, and evaluation of compliance.
  - 5. A training program for staff and inmates regarding health care.
  - 6. Well documented records of care including the collection and analysis of health statistics with monthly reporting.
  - 7. A health services program that operates humanely with respect to the inmates' right to the basic health care services.

## **II. RFP PROCESS**

The following is a schedule of events concerning RFP process:

**Mandatory Pre-Proposal Conference and Site Tour:** A mandatory pre-proposal conference will be held on June 3, 2022, at 10:00. A mandatory site visit will be held immediately after the conference at the Correctional Institution located at 295 Justice Blvd., Griffin, GA 30224. Due to constraints of space and times, firms should limit their attendance to not more than two (2) people at the mandatory pre-proposal conference.

A complete original and four (4) exact duplicates of the proposal will be submitted to:

Name: Terri Bass  
Title: Purchasing Agent  
Street: 119 E Solomon Street, Room 104  
City/State: Griffin, GA 30223

Proposals must be received at the above location by 2:00 PM, June 21, 2022, in a sealed envelope and clearly marked with the Project name.

### **III. QUALIFICATION OF THE BIDDER**

To be considered for award of contract, the bidder must meet the following minimum qualifications:

- A. The bidder must be organized for the purpose of providing correctional health care services and must have five (5) years' experience with proven effectiveness in administering jail/prison correctional health care programs.
- B. The bidder must have five years' experience in providing health care services at prison/jail facilities with populations not exceeding 1,000 inmates.
- C. The bidder must carry professional liability insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 in aggregate. A certificate of insurance clearly stating coverage must be included with the proposal. Claims made insurance coverage must provide a "tail" to cover claims made through the statute of limitations. Other insurance requirements are stated further herein.
- D. The bidder must have demonstrated experience in attaining NCCHC (National Commission on Correctional Health Care), MAG (Medical Association of Georgia), and/or ACA accreditation in prison/jail facilities currently under contract with the bidder.
- E. The bidder must demonstrate its ability to provide a system of technical and medical support to the on-site personnel.
- F. The bidder must have a proven ability for contract start-up within 30 days of contract signature.
- G. The bidder must have the central office capability to supervise and monitor the program, ensuring satisfactory provision of services.
- H. The successful bidder shall furnish a Performance Bond in the amount of \$500,000 conditioned upon the faithful performance of the contract in accordance with the specifications and conditions of the contract. Such bond shall be solely for the protection of Spalding County, GA. The Performance Bond must be issued by a corporate surety registered and authorized to do business in Georgia and must be countersigned by a licensed, authorized Georgia agent. Attorneys-in-fact who sign said bond must file a certified copy of their power of attorney to include effective date. The time to be covered by the Performance Bond shall commence on the date of the execution of the contract and terminate upon final payment to the successful bidder by the County.

#### **IV. SELECTION CRITERIA**

Each proposal will be evaluated in six (6) categories: Quality of Similar Work, Firm Personnel, Overall Responsiveness to the RFP, Applicable Resources, Project Approach and Proximity to Area.

The categories will be evaluated as follows:

Your proposal will be evaluated based on how well your firm and its individual professionals meet the criteria outlined below including general and specific selection criteria. Please submit your proposal in a concise written tabulated format indexed and organized in order by the following sections:

Each submittal must respond to the requested information for each section.

##### **A. Quality of Similar Work: 20**

Consider previous experience and references listed in the proposal.

Experience. Each bidder will be evaluated in two areas:

1. Experience in correctional health care.
2. Experience in similar correctional programs with inmate populations not exceeding 1,000 inmates.

References. References will be contacted and rated based upon their satisfaction of services provided.

##### **B. Firm Personnel: 15**

Consider comparable experience and background of the specific personnel that shall be assigned to the County's project(s) as outlined in the proposal. Also consider the specific involvement of those persons in projects noted in the proposal.

1. Quality and Level of Staffing. Bidders should pay careful attention to the weekly staffing matrix which is required as part of each proposal.

##### **C. Overall Responsiveness to the RFP: 15**

1. Consider whether all requested information was furnished by the firm in the format

required by RFP.

2. Quality of Response. Each response will be evaluated to determine:
  - a. Bidder's understanding of the project.
  - b. If all items are discussed clearly and succinctly.

**D. Applicable Resources: 10**

Evaluate the extent of applicable resources available to the firm to complete the County's project(s) as listed in the proposal.

1. Corporate Stability. Each bidder will be evaluated in the following areas:
  - a. Financial stability as determined by review of audited financial reports. The bidder's current audited financial reports for the previous fiscal year must be submitted with the proposal.
  - b. Ability to perform and manage the proposed program.

**E. Project Approach: 35**

Evaluate the firm's project approach and understanding of the Scope of Services required in the RFP as evidenced by their proposal.

1. Identify electronic method of record keeping.

**F. Proximity to Area: 5**

1. Within Georgia 5 points
2. Within SE United States (includes AL, TN, NC, SC, FL) 3 points
3. All others 2 points

## V. METHOD OF AWARD

The award will be made to the bidder whose proposal is determined to be professionally and technically complete. The selection process may, however, include a request for additional information or an oral presentation or interview to support the written proposal; the price proposal will be considered firm and cannot be altered after receipt.

The County reserves the right to award this contract not necessarily to the bidder with the lowest price, but to the bidder that demonstrates the best ability to fulfill the requirements of this RFP. The successful bidder will be chosen based on the qualifications and selection criteria discussed in Sections IV and V of this proposal.

The successful bidder will begin work after the transmittal of a fully executed contract and after receiving written notification to proceed from the County. The successful bidder will perform all services indicated in the proposal in compliance with the negotiated contract.

The County reserves the right to reject any or all proposals in whole or in part received by reason of this RFP. The County will not pay for any information herein requested, nor is it liable for any costs incurred by the bidder. Bidders whose proposals do not meet the mandatory requirements will be considered non-compliant. After the evaluation of the proposals and the selection of the successful bidder, all bidders will be notified in writing of the selected firm.

- A. Spalding County, Georgia will not be liable for any **EXPENSES INCURRED** by respondents in their preparation of proposals. The County reserves the right to reject any and all proposals and to make an award that is determined to be in the best overall interests of Spalding County, Georgia.
- B. The County reserves the right to make any **INQUIRES** regarding any qualifications of any or all respondents and request additional information.
- C. When submitting your proposal **FEE STRUCTURE**. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked. The names of the respondents will be identified at the proposal opening; however, no proposal will be handled to permit disclosure of the detailed contents of the responses until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes. Submit price information in a separate sealed envelope and label as follows: RFP ..... Inmate Medical Services
- D. **PUBLIC INSPECTION**. The responses will be open for public inspection only after contract award. Proprietary or confidential information marked, as such in each proposal will not be disclosed without written consent of the offeror.

- E. **EVALUATION AND SELECTION.** The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked).
- F. **REVIEW COMMITTEE.** A review committee, minimally consisting of representatives of the County Manager's Office, County Clerk and the Warden of Spalding County Prison will make their recommendations to the Board of Commissioners for selection.
- G. **REQUEST FOR PROPOSALS.** Proposals shall be handled in the same manner as the bid process as described above for solicitation and awarding of contracts for goods or services with the following exceptions:
1. Only the names of the vendors making offers shall be disclosed at the proposal opening.
  2. Content of the proposals submitted by competing persons should not be disclosed during the process of the negotiations.
  3. Proposals shall be open for public inspection after the award is made.
  4. Proprietary or Confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.
  5. Discussions may be conducted with responsible persons submitting a proposal determined to have a reasonable chance of being selected for the award. These discussions will only be for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.
  6. Non-monetary revisions may be permitted after submissions and before award for obtaining the best and final offers.
  7. In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

## **VI. PROPOSAL PACKAGE**

Bidders must submit a response in the form of a proposal which includes the following information:

- A. Transmittal Letter



This letter is to be a brief letter, addressed to Warden Humphrey, which provides the following information:

1. Name and address of the bidder.
2. Name, title, and telephone number of the contact person for the bidder.
3. A statement typed name and title of the individual who is authorized to commit the bidder to the proposal.

## B. Technical Proposal

This portion of the proposal must address each item listed below:

1. Introduction
  - a. Company Profile
    - i. Date organized to provide health care services in correctional facilities.
    - ii. Corporate experience in providing correctional health care such as number of employees, annualized dollars of payroll and number of years doing business.
    - iii. Describe current contracts: client, date of original contract, type/size.
    - iv. Facilities currently accredited: name of facility and accrediting agency.
  - b. Company achievements in providing correctional health care services.
  - c. Corporate office organizational structure.
  - d. References
2. On-Site and Off-Site Services. Briefly state how on-site and off site health care services will be provided. The bidder must demonstrate an understanding of each task. Each task should be identified along with an explanation of how the bidder plans to approach the task. A restatement of tasks taken from the "Scope of Work"

section of this RFP will not be considered responsive.

3. Personal Services. In this section, the bidder should discuss the following topics:
  - a. Recruitment practices.
  - b. Equal employment opportunities.
  - c. Licensure/certification requirements.
  - d. Staff training and personnel development.
  - e. Orientation of new personnel.
  - f. Continuing education.
  - g. In-service training.

Included in this should be a description of recruiting capabilities, experience in recruitment in rural prison/jail sites, and ability to respond to acute recruitment needs prior to the start of the contract. Demonstrate historical experience in maintaining a high level of staffing positions filled in a correctional contract.

4. Program Support Services. In addition to providing on-site services, off-site services and personnel services, the bidder will also be expected to provide professional management services to support the medical program at the facilities. These additional program support services are as follows:
  - a. Medical Audit Committee. The proposal shall indicate the method to be used in instituting and maintaining a Medical Audit Committee (MAC). The committee shall be responsible for developing, recommending, and implementing all policies and procedures necessary for the operation of the medical program at the facilities. The objective of the committee is to assure that quality health care services are available to all inmates. The bidder shall identify the membership of the committee and how often the committee will meet.
  - b. Quality Improvement Program. Specify guidelines for a Quality Improvement Program (QIP). The medical director will establish a program for assuring that quality health care services are provided to inmates. The QIP will evaluate the health care provided to inmates both on-site and at off-site facilities for quality, appropriateness, and continuity of care.

- c. Cost Containment Program. Specify a detailed plan for the implementation and operation of a cost containment program. The bidder should address the mechanism to control health care costs, areas in which cost savings will be achieved, and evidence of the success of such a program at other contract sites.
  - d. Management Information System. Indicate the methods to be used in implementing a system for collecting and analyzing trends in the utilization of health care services. Bidders must provide a copy of the format to be utilized for reporting the data.
  - e. Insurance. The bidder must include in its proposal certificates of insurance indicating that the below listed insurance requirements are in force:
    - i. Workers' Compensation: statutory benefits; employer's liability, limits-statutory requirements.
    - ii. General liability and medical malpractice covering all employees and medical professionals (both physicians and nurses) contracted by vendor; \$1,000,000 limit per occurrence and \$3,000,000 in aggregate annually.
  - f. Complaint Procedure. Specify the policies and procedures to be followed in dealing with inmate complaints regarding any aspect of the health care delivery system and in accordance with MAG and NCCHC standards.
  - g. Policies and Procedures. The proposal will indicate the method the bidder will follow in establishing and revising health care policies and procedures.
  - h. Accreditation. The proposal shall address the bidder's plan to secure and/or maintain MAG and NCCHC accreditation for the health care delivery system at the facilities. The contractor will be required to achieve and maintain MAG and/or NCCHC accreditation (at the contractors' expense).
  - i. Strategic Planning and Consultation. The bidder will indicate its capability for strategic operational planning and medical and administrative consultation.
5. A weekly staffing matrix clearly demonstrating the proposed level of staffing to be maintained as currently constructed.
6. Price Proposal. This price proposal should consist of a per diem price per inmate based upon monthly average population figures given to the contractor during the term of the contract and a guaranteed inflationary formula for subsequent years

of the contract. Price proposals should also include alternative caps on off-site medical services.

7. The proposal should include an explanation of the record keeping methods for monitoring the amount of expense for off-site medical services for each inmate and the documentation to be provided to the Prison subtracting the billings of the contractor for exceedance of caps established under the final contract.
8. Reinsurance. The Vendor shall offer a reinsurance program to the County as part of the comprehensive contract service to mitigate risk. The reinsurance program shall have an \$80,000 deductible per individual/claim. The Vendor shall include with the proposal an underwriter/carrier quote detailing the exact deductible and annual cost. Only quotes from a qualified underwriter will be considered.

At its sole option, the County may or may not choose to purchase reinsurance.

9. Malpractice and Litigation History. Provide a list of all litigation the Vendor and/or its parent company/subsidiaries has been or is currently involved in during the last five (5) years. Include a narrative describing all cases that were settled and amount of settlement.
10. Contractual Experience. List all contracts lost, or not renewed (list contact person and telephone number), for a five (5) year period. Please provide a narrative describing reason for contracts that have not been renewed. Vendor must specifically identify all contracts from which they have asked to be relieved or any contracts that have been cancelled prematurely.
11. Indicate plans for the utilization of local vendors and/or suppliers in fulfilling the terms of the contract when practical and feasible, including the utilization of local pharmacies and suppliers.

## **VII. SCOPE OF WORK**

Bidders will be expected to provide the following services as part of the health services program. All services as described will be implemented and maintained within the guidelines and criteria:

- A. Level of Care. The successful bidder shall provide up to date health care to the inmate population that approximates the care offered to the citizen in Spalding County.
- B. Receiving Screening. A receiving screening exam shall be performed on all inmates upon their arrival at Spalding County Prison. The exam must be performed by qualified health care personnel.

At a minimum, the receiving screening should include the following:

Inquiry into:

1. Current illness and health problems including mental, dental, communicable diseases, and potential suicide risks.
2. Body deformities and ease of movement.
3. Condition of skin, including trauma markings, bruises, lesions, jaundice, rashes and infestations and needle marks or other indications of drug abuse.
4. Review of GDC Medical File for current and past medication, physical and mental health issues.

Disposition such as:

1. Referral to an appropriate health care facility on an emergency basis.
2. Placement in the general inmate population and referral to the appropriate health care service.
3. Placement in the general inmate population.
4. Suicide watch.

C. Health Appraisal. A health appraisal examination for each inmate must be completed by a qualified health care professional within fourteen days after arrival at the facilities and on an annual basis.

The health appraisal must include the following:

1. Review of the receiving screening.
2. Complete history and physical examination.
3. Mental health evaluation when necessary.
4. Dental screening and vision exam when indicated.
5. Laboratory tests, including VDRL, TB Tine, and HIV, if indicated.
6. Other tests and examinations as required and indicated.

D. Daily Triaging of Complaints. Health complaints from inmates must be processed at least daily as follows:

1. Health trained personnel shall solicit and act upon all complaints with referrals to qualified health care personnel as required.
  2. The responsible physician shall determine the appropriate triage mechanism to be utilized for specific categories of complaints.
- E. Sick Call. Sick call shall be held five (5) times per week. If an inmate's custody status precludes attendance at a sick call session, arrangements must be made to provide sick call services at the place of the inmate's confinement.
- F. Specialty Services. Some inmates will periodically require the services of a medical specialist. Bidders shall be responsible for the arrangement and payment of all specialty care. Bidders may propose alternative limits of coverage for this area.
- G. Emergency Services. Bidders shall make provisions for 24-hour emergency medical care, as medically necessary, to prisoners. Provide 24- hour medical on-call services and ambulance services (Spalding County EMS) when necessary.
- H. Ancillary Services. Bidders shall be responsible for the provision of all laboratory, x-ray, and other ancillary services as required and indicated.
- I. Medical Records. All inmates must have a medical record which is kept up to date at all times, and which complies with problem oriented medical record format and standards. The record shall accompany the inmates at all health encounters, and a summary of their medical charge will be forwarded to the appropriate facility in the event of a transfer. A complete copy of the inmate record will be sent if requested by the receiving facility and the proper release forms accompany the request. All procedures concerning the confidentiality of the medical record must be followed. You are encouraged to utilize electronic files and record keepings. All medical records of inmates shall at all times remain the property of the Georgia Department of Corrections.
- J. Pharmaceuticals and Medical Supplies. All prescription and non-prescription medication, medical supplies, medical forms, office equipment and supplies, medical records, books, periodicals, dentures, prosthetic devices, personnel, and reimbursement for all long-distance telephone charges incurred using Spalding County telephone extensions will be the responsibility of the contractor.

All medications must be ordered by the responsible physician and records of administration must be maintained.

If additional equipment or instruments are required by the successful bidder during the term of the agreement, it shall be the responsibility of the bidder to purchase and maintain such items at its own cost. At the end of the agreement, or upon termination, the County shall be entitled to purchase the equipment and instruments in the facilities based upon a mutually agreed depreciation schedule.

- K. Education and Training of Correctional Officers. Provider will provide annual training in Basic First Aid and operating the AED machine.
- L. First Aid for Correctional Personnel. Provide on-site first aid medical services to correctional personnel in the event of an emergency.

## **VIII. STAFFING REQUIREMENTS**

Adequate health care personnel required to provide those services listed in this RFP must be provided by the successful bidder. This is to include staffing of physician and nurse personnel required to comply with the purpose and intent of this RFP. The successful bidder will be an independent contractor with the County and all personnel hired by the successful bidder will be employees of the successful bidder and not the County. The Corporate Medical Director will be available at all times to the administrative staff of the County and to the administrative staff of the Prison facility.

- A. Physician/Nurse Practitioner. A licensed physician or Nurse Practitioner will visit the Prison two days per week for a minimum of three (3) hours. During the time that a physician is not at the Prison, a physician or Nurse Practitioner will be available on call.
- B. Registered Nurse. 2.0 FTE (40 hours per week) RN or BSN will provide coverage at the facility from 6 AM-6PM, Monday -Friday.
- C. Telemedicine. Telehealth visits may be utilized at the discretion of the licensed physician or Nurse Practitioner.

Documentation of licensing and accreditation for all hospitals and/or clinics utilized must be made available to County upon request.

All contracting parties hereby agree that they will comply with the Administrative Simplification provision of the Health Insurance Portability and Accountability Act of 1996, Public Law, 104-191 ("HIPPA") and the Health and Human Services regulations implementing the Administrative Simplification and enter into addenda or memorandum of understanding as may be necessary to address the details of such implementation.

## **IX. MISCELLANEOUS PROVISIONS**

- A. In-Service Training: The contractor shall provide appropriate in-service educational programs use of AED, communicable diseases). All full-time health care staff will receive PSO, and 20 hours of annual in-service training provided by Prison Training Staff members.

B. Orientation of New Employees:

1. The contractor shall be responsible for ensuring that all new health care personnel are provided with orientation regarding medical practices on-site and jail security procedures.
2. The contractor shall distribute a written job description to each member of the health care staff which clearly delineates his or her assigned responsibilities. The contractor shall monitor performance of health care staff to ensure adequate job performance in accordance with these job descriptions.

C. Adjustments to Price: Should the County and the contractor mutually agree to a change in the scope of the program during the contract term, the contractor will be allowed to adjust the contract price accordingly.

D. Modification and Amendments to the Contract: Changes in contractual provisions of services to be furnished under the contract may be made only in writing and must be approved mutually by an authorized agent of the contractor and the County.

E. Security of Inmate Files: Inmate files are of a confidential nature. The contractor's employees shall be allowed access to these files only as needed for their duties related to the contract. The contractor shall honor all policies and procedures for safeguarding the confidentiality of such data.

F. Assignment: Inmate files are of a confidential nature. The contractor's employees shall be allowed access to these files only as needed for their duties related to the contract. The contractor shall honor all policies and procedures for safeguarding the confidentiality of such data.

G. Abandonment or Delay: If the work to be done under this contract is abandoned or delayed by the contractor, or if at any time the County is of the opinion and has notified the contractor in writing that work has been abandoned or delayed by the contractor and no corrective action has been taken, the County may annul the contract or any part thereof if the contractor fails to resolve the matter within ninety (90) days of said notice.

H. Contractor's Cooperation: The contractor shall maintain regular communication with the County and shall actively cooperate in all matters pertaining to this contract.

I. Responsibility: The contractor shall maintain regular communication with the County and shall actively cooperate in all matters pertaining to this contract.

J. Liability: The contractor shall not be responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, civil disobedience, riots, rebellions, acts of God and similar occurrences beyond the control of the contractor



that made performance impossible or illegal.

- K. Requirements Contract: During the term of the contract, the contractor will furnish all of the services specified in this RFP. The contractor understands and agrees that this is a requirements contract, and the County will have no obligation to the contractor in providing the contractor's services.
- L. Indemnification: The contractor will indemnify, defend, and hold Spalding County and its elected officials and employees, and the Warden and her employees harmless from and against any claims against them based on the contractor's performance of its obligations hereunder; provided, however, that the contractor will not be responsible for any claim arising out of: (I) the County, its employees or agents preventing an inmate from receiving medical care ordered by the contractor or its agents or (ii) failure by the County, its employees, or agents to exercise good judgment in promptly presenting an ill or injured inmate to the contractor for treatment.
- M. Notices: All notices and requests by the City or the contractor shall be in writing and shall be delivered by certified mail, return receipt requested, to the correct address of the parties to the contract. Either party may change its address by giving notice of the new address to the other party.
- N. Termination of Contract:
  - 1. Termination for Cause. The County may terminate the contract at any time that the contractor fails to carry out its provisions or to make substantial progress under the terms specified in the contract.
    - a. The County will provide the contractor with ninety (90) days' notice of conditions endangering performance. If after such notice the contractor fails to remedy the condition contained in the notice, the County will issue an order to stop work immediately.
    - b. The County will be obligated to reimburse the contractor only for those services rendered prior to the date of notice of termination, less any liquidation damages that may be assessed for non-performance.
  - 2. Mutual Agreement. With the mutual agreement of the County and the contractor upon receipt and acceptance of not less than ninety (90) days written notice, the contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party.
  - 3. Termination Without Cause. Either party may terminate this Agreement without cause by providing ninety (90) days prior written notice to the other party.
  - 4. Renewal. Either party may give notice of its right not to renew the contract at least 90 days prior to the end of the term of the contract. If no such notice is given, the

contract will automatically be extended for an additional two-year term with the maximum term not to exceed 8 years.

- O. Reimbursement Criteria: Monthly payments to the contractor will be based on monthly average population data provided to the contractor by each facility on the first day of each month.

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**EXHIBIT A  
IMMIGRATION AND SECURITY FORM**

O.C.G.A. § 13-10-91 requires contractors interested in public works contracts to file an affidavit that the contractor and its subcontractors have registered and participate in a federal work authorization program intended to ensure that only lawful citizens or lawful immigrants are employed by the contractor or subcontractor.

In order to ensure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et. seq., Contractor must warrant and affirm that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act by registering at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>; and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et. seq.

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Spalding County, 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 Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, and Contractor warrants that it will continue to use the federal work authorization program throughout the contract period.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Firm Name: \_\_\_\_\_

Street/Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Federal Work Authorization User Identification Number: \_\_\_\_\_

Date of Authorization: \_\_\_\_\_

**EXHIBIT B**  
**Affidavit Verifying Status**  
**For County Public Benefit Application**

By executing this affidavit under oath, as an applicant for the award of a contract with Spalding, County Georgia, I \_\_\_\_\_. [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity] am stating the following as required by O.C.G.A. Section 50-36-1:

1) \_\_\_\_\_ I am a United States citizen

**OR**

2) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: \_\_\_\_\_ Date \_\_\_\_\_

Printed Name: \_\_\_\_\_

\* \_\_\_\_\_  
Alien Registration number for non-citizens

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission Expires:

**\*Note:** O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below.

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type.</b> See Specific Instructions on page 3.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	<b>2</b> Business name/disregarded entity name, if different from above		
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.		<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		
	<b>5</b> Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code		
<b>7</b> List account number(s) here (optional)			

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
				-			-		
<b>or</b>									
<b>Employer identification number</b>									
				-					

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*