COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL NO. 10123/EP/03

SPECIFICATIONS, TERMS & CONDITIONS
for
Comprehensive Health Care Services
for
Alameda County Sheriff’s Office
Detention and Corrections Facilities

NETWORKING/BIDDERS CONFERENCES
At
1:00 P.M.
on
March 23, 2004
At
Santa Rita Jail
5325 Broder Blvd.
Dublin, CA 94568

RESPONSE
DUE
by
2:00 p.m.
on
April 23, 2004
at
Alameda County, GSA-Purchasing
1401 Lakeside Drive, Suite 907
Oakland, CA 94612
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## I. ACRONYM AND TERM GLOSSARY

Unless otherwise noted, the terms below may be upper or lower case. Acronyms will always be uppercase.

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Glossary</th>
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</thead>
<tbody>
<tr>
<td>ACA</td>
<td>Shall refer to American Correctional Association</td>
</tr>
<tr>
<td>AMC</td>
<td>As used herein shall refer to the Alameda County Medical Center</td>
</tr>
<tr>
<td>ACSO</td>
<td>Shall mean Alameda County Sheriff’s Office</td>
</tr>
<tr>
<td>AIDS/HIV</td>
<td>Shall refer to Acquired Immune Syndrome/Human Immunodeficiency Virus</td>
</tr>
<tr>
<td>BHCS</td>
<td>Shall mean Alameda County Behavioral Health Care Services</td>
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<tr>
<td>Bid</td>
<td>Shall mean the bidders’/contractors’ response to this Request</td>
</tr>
<tr>
<td>Bidder</td>
<td>Shall mean the specific person or entity responding to this RFP</td>
</tr>
<tr>
<td>Board</td>
<td>Shall refer to the County of Alameda Board of Supervisors</td>
</tr>
<tr>
<td>County</td>
<td>When capitalized, shall refer to the County of Alameda</td>
</tr>
<tr>
<td>CSC</td>
<td>Shall refer to County Selection Committee</td>
</tr>
<tr>
<td>Contractor</td>
<td>When capitalized, shall refer to selected bidder that is awarded a contract</td>
</tr>
<tr>
<td>Detention and Corrections</td>
<td>Shall refer to the Alameda County’s Detention and Corrections Division facilities (Santa Rita and Glenn E. Dyer) located in Dublin, California and Oakland, California, respectively</td>
</tr>
<tr>
<td>Federal</td>
<td>Refers to United States Federal Government and its departments and/or agencies</td>
</tr>
<tr>
<td>F.O.B</td>
<td>Shall mean without charge for delivery to destination and placing on board a carrier at a specified point (Free On Board)</td>
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<tr>
<td>IRS</td>
<td>Refers to Internal Revenue Service</td>
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<tr>
<td>ITR</td>
<td>Shall refer to Intake and Receiving</td>
</tr>
<tr>
<td>Labor Code</td>
<td>Refers to California Labor Code</td>
</tr>
<tr>
<td>LVN</td>
<td>Shall mean Licensed Vocational Nurse</td>
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<tr>
<td>MSDS</td>
<td>Refers to Material Safety Data Sheets</td>
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<tr>
<td>NCCHC</td>
<td>National Commission on Correctional Health Care</td>
</tr>
<tr>
<td>Ob/Gyn</td>
<td>Refers to Obstetrician/Gynecologist</td>
</tr>
<tr>
<td>OSHA</td>
<td>Refers to Occupational Safety and Health Administrations</td>
</tr>
<tr>
<td>OPHU</td>
<td>Shall refer to Out Patient Housing Unit</td>
</tr>
<tr>
<td>P.A</td>
<td>Shall refer to Physicians Assistant</td>
</tr>
<tr>
<td>PO</td>
<td>Shall refer to Purchase Order(s)</td>
</tr>
<tr>
<td>Proposal</td>
<td>Shall mean bidder/contractor response to this RFP</td>
</tr>
<tr>
<td>Request for Proposal</td>
<td>Shall mean this document, which is the County of Alameda’s request for contractors’/bidders’ proposal to provide the goods and/or services being solicited herein. Also referred herein as RFP</td>
</tr>
<tr>
<td>Response</td>
<td>Shall refer to bidder’s proposal submitted in reply to RFP</td>
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II. STATEMENT OF WORK

A. INTENT

It is the intent of this Request for Proposal (RFP) to locate qualified vendors who are interested and able to provide comprehensive health care services for the Alameda County Sheriff’s Office (ACSO), Detention and Corrections Division and will be expected to work in collaboration with Alameda County Behavioral Health Care Services (BHCS) regarding the provision of mental health care.

The County intends to award a three (3) year contract (with an option or options to renew) to an outside vendor(s) selected as most qualified in meeting the medical health care needs of County inmates. BHCS will retain responsibility for the mental health care needs of these same inmates following inmate screening.

B. BACKGROUND

Alameda County was incorporated in 1853, covers seven hundred and thirty-eight (738) square miles, and extends from the eastern shore of San Francisco Bay easterly to San Joaquin County. There are fourteen (14) incorporated cities and three (3) unincorporated cities (Castro Valley, San Lorenzo and Sunol) located in Alameda County. The population in 2002 was approximately one million four hundred seventy thousand (1,470,000).

ACSO Detention and Corrections is managed by the County Sheriff, who is primarily accountable for the care, custody and control of the inmates housed in these facilities. There are approximately four thousand (4,000) inmates currently housed in Detention and Corrections. The inmate population is cyclical, usually being higher in the winter months. Contractor must have the ability to react on short notice to changing conditions in the jails’ populations.

C. SCOPE

The successful vendor(s) must provide a program that meets the unique needs of County Detention and Corrections. Such programs and services will provide, at a minimum, the following:

1. Health care services for inmates housed at the ACSO detention and corrections facilities.
2. The development and implementation of a health care plan with clear goals, objectives, policies and procedures for documenting goal achievements.

3. Vendor(s) will only employ personnel that are certified and licensed, as required, in the State of California.

4. Administrative leadership that offers both cost accountability and responsiveness to the inmates and ACSO.

5. Vendor shall be responsible for a program or programs of continuing education that meet or exceed accreditation standards for its health care staff annually and shall provide the County with a copy of its training program annually.

6. An annual report to County and ACSO of compliance with current California laws, regulations and codes relating to Detention and Corrections Facilities Medical Programs.

7. Vendor must maintain National Commission on Correctional Health Care (NCCHC) and American Correctional Association (ACA) accreditation throughout the term of any contract which may be entered into as a result of this RFP.

8. Vendor shall be required to submit a yearly compliance report to County and ACSO on all applicable certifications, accreditations and licenses.

9. Vendor’s employees and subcontractors (including candidates referred through the First Source program) working at the detention and corrections facilities must be able to pass, to the satisfaction of ACSO, a security and background check to be performed by ACSO. This provision shall also pertain to any small and/or emerging local business participating in this bid.

10. Ability to contract for or provide pharmacy services.

11. With the exception of emergencies or unavailability of specific services, hospitalization for the acute care needs of incarcerated inmates is currently contracted for at Alameda County Medical Center (ACMC), Highland Hospital located in Oakland, California.

12. BHCS staff shall be responsible for mental health after intake screening, crisis intervention, ongoing counseling and care, as well as BHCS psychiatrists prescribing psychotropic medications for their clients housed at the County detention facilities. These drugs are to be dispensed by the vendor selected to provide Comprehensive Health Care Services.

13. Santa Rita Jail, Dublin:
a. Is the larger of the two facilities and is currently operated by ACSO and is a “new generation” facility, where services are brought to the inmates. Currently eighteen (18) housing units are in use, holding approximately three thousand eight hundred (3,800) inmates. Many of these inmates are held under contract with the State and Federal governments. Four hundred and fifty (450) of these inmates are women, some of whom require special consideration due to pregnancy.

b. Medical Sites: The main clinic is housed in the Core Building and contains a twenty (20) room outpatient housing unit (OPHU) with a total capacity of twenty five (25) beds that can accommodate convalescence care, intravenous treatment, centralized detoxification, psychological observation, on-site dialysis and management of non-ambulatory inmates.

c. Dental Office: There is a complete dental office and laboratory. Oral surgery is also performed on site.

d. Women’s Medical Office: A complete Obstetric-Gynecological (Ob/Gyn) clinic in the women’s area which has offices and examination rooms. The clinic operates with a Contractor supplied prenatal coordinator, nurse practitioner and prenatal educator.

e. Intake and Receiving (ITR): ITR consists of a holding area which allows the separation of inmates by classification and sex. There is a complete intake screening clinic which screens an estimated one hundred and forty (140) inmates in a twenty-four (24) hour period. Mandatory tuberculosis testing is a component of the screening process.

14. Glenn E. Dyer Detention Facility, Oakland:

a. A high-rise facility currently housing approximately two hundred (200) inmates, with a maximum capacity for housing eight hundred (800) inmates. The population of this facility may also vary due to contracts with the Federal Government and State of California.

b. Building Design: Nine (9) stories comprising six (6) housing floors, one (1) medical floor, one (1) booking floor and one (1) exercise floor. Described as a new generation jail in which services are brought to the inmate.

c. Medical Floor: Floor contains medical offices, dental operating room (currently not in use), and the examination area has capacity to support x-ray facilities.

d. Housing Floor Examination Rooms: Each housing floor has a medical room with a bed and desk.
e. Potential Booking Screening Examination Room: The booking floor has the potential for male and female examination rooms. The screening process averages eighty (80) inmates per day mostly during the 16:00-24:00 hour shift. Mandatory tuberculosis testing is a component of the screening process.

15. Contract Administrator:
   a. Contractor shall work under the auspices of the ASCO, and the contract administrator shall be the Commander of the Detention and Corrections Division.
   b. The Detention and Corrections Division Commander shall select a Contract Compliance Officer (Project Officer) who shall have responsibilities to include, but not be limited to:
      i. Contract compliance;
      ii. Fiscal Considerations;
      iii. Liaison with provider and respective County agencies; and,
      iv. Protocol development assistance.

B. SPECIFIC REQUIREMENTS

1. Maintenance of Accreditations:
   a. Contractors shall maintain all required accreditations including NCCHC and shall assist with ACA Standards.
   b. Proposals shall state Contractor’s plan for maintaining accreditation by the NCCHC and assistance in ACSO accreditation by the ACA.
   c. Title 15 Requirements. Proposals shall state Contractor’s plans for achieving and maintaining full compliance with California Code of Regulations, Title 15, Article 11, Medical Services, and all applicable state and federal laws.

2. Health Care Services Program. Contractor shall provide the following range of accredited health care services:
   a. Intake Health Screening. Receiving screening shall be performed for all inmates by a registered nurse at the time of booking at the Santa Rita Jail. Booking takes place intermittently but is heaviest on the P.M. Shift. (Glenn E. Dyer Detention
Facility currently does not book inmates). Mandatory tuberculosis testing is begun at this point of contact in accordance with State and local standards. Contractor shall develop an intake pre-screening procedure for mental health issues and referrals.

b. Fourteen (14) Day Health Appraisal. This service must be provided in order to meet the NCCHC and ACA standards.

c. Sick Call. Inmates shall be allowed access to essential health care services at all times. At a minimum, nurses and physicians sick call shall be held Monday through Friday at both Detention and Corrections facilities. Detention and Corrections facilities sick call shall be held in the medical rooms provided in the inmate housing areas. Additional sick call hours may be added as required.

3. Hours of Coverage:

a. Twenty four (24) hour physician services shall be available on-call at both Detention and Corrections facilities.

b. A minimum of one hundred sixty (160) hours per week shall be provided for on-site physician services at the Santa Rita Jail with an additional forty (40) hours per week to be provided at the Glenn E. Dyer Facility. Minimum onsite coverage for Santa Rita will include twenty four (24) hours each day, Monday through Friday, and rounds in the OPHU on Saturday and Sunday. Minimum onsite coverage for Glenn E. Dyer shall include eight (8) hours each day, Monday through Friday.

c. All proposals shall be specific to physician credentials and obtaining hospital staff privileges.

d. County requires that there be a qualified (Board Certified) physician designated as medical director or lead physician. Specialty certification shall be in the field of internal medicine, family practice, or emergency room (ER) medicine.

e. Ob/Gyn shall be on site for three (3) to six (6) hours per week, with twenty four (24) hour Ob/Gyn services available. Support staff shall include a prenatal coordinator, nurse practitioner and medical assistants.

f. Contractor shall be specific regarding five (5) day per week on-site physician coverage as well as provision for twenty-four (24) hour physician telephone availability. Designated full time equivalents (FTE’s) will be maintained at all times (i.e. should a person go on vacation they must be replaced). Staffing plan should include consideration for a relief factor for practitioners.
g. The following specialty clinics shall be provided for at the Santa Rita Jail:
   i. Optometry, 3-4 hours per month;
   
   ii. Orthopedics, 4 hours per week;
   
   iii. Physical Therapy, 2 hours per week;
   
   iv. Obstetrics, 3 hours per week;
   
   v. AIDS/HIV, 16 hours per month; and,
   
   vi. Oral Surgery, 4-6 hours per week.

h. On-site oral surgical procedures shall include:
   
   i. All facial lacerations;
   
   ii. Maxillary LeFort I fractures;
   
   iii. Zygomatic arch fractures;
   
   iv. Traumatic Nasal-Septal deformities;
   
   v. Mandibular fractures (both open and closed);
   
   vi. Denoalveolar fractures;
   
   vii. Incision and drainage of maxillofacial abscesses;
   
   viii. Complex odontotomies; and,
   
   ix. Complex biopsies.

4. Food Services – Special Diets: Contractor shall adhere to the medical dietary standards outlined in Title 15, Section 1248.

5. Health Screening – Inmate Workers: Contractor shall provide health screening including appropriate lab work for inmate food workers and other inmate workers as required.

6. Consulting Medical Specialties: Contractor shall make both arrangements and payments for all consulting medical specialty services and special medical equipment (i.e., wheel chairs, braces, crutches, etc.).
7. Emergency Services: Contractor shall be responsible for all emergency services provided on-site, or off-site, including payment for such services. This shall include both medical and dental.

8. Outpatient Care: Beds available for use in these areas include twenty-five (25) beds in twenty (20) rooms at Santa Rita Jail. Operations of the OPHU shall include:
   a. Physician on call twenty-four (24) hours per day.
   b. Physician on-site eight (8) hours per day, forty (40) hours per week, Monday through Friday.
   c. On-site supervision in the OPHU by a registered nurse on a twenty-four (24) hours basis.
   d. Twenty-four (24) hour nursing services.
   e. Manual of nursing services.
   f. Separate individual and complete record for each inmate.

9. Suicide Prevention Program: Contractor shall provide a suicide prevention program in accordance with applicable NCCHC standards.

10. Dental Services: Contractor shall provide emergency, medically necessary and non-emergency dental service, including but not limited to extractions. Potential services shall be provided at least sixteen (16) hours per week at the Glenn E. Dyer Facility and five (5) days a week for at least sixty-four (64) hours at Santa Rita Jail.

11. Special Needs of Pregnant and Postpartum Women: Provision shall be made to care for the special needs of pregnant and postpartum women. Required services shall include, but are not limited to: Screening and testing for pregnancy at the time of booking the inmate into the Detention and Correction facility; Continuation of the currently used Pregnant Female Protocols for use by custodial and health care staff; Referral and coordination with a community based methadone treatment program experienced in the special needs of pregnant/postpartum clients; Prenatal education and counseling; and Establishment of written agreements to assure the continuous availability of the full range of routine and emergency obstetrical services including management of high risk conditions.

12. Family Planning Services: Contractor shall be responsible for providing family planning services pursuant to Penal Code Sections 3409, 4023.5 and other applicable laws.
13. Female Inmates Rights Plan: Proposals are to include contractor’s plan for meeting the requirements of the California Therapeutic Abortion Act, as well as all rights required under law.

14. Prosthesis/Glasses: Contractor shall provide and make payment for medically required medical and dental prosthesis and eye glasses.

15. Hospital Care: Contractor shall be responsible for making arrangements and payments for all in-patient and out-patient treatment following booking.

   a. Acute medical services for all inmates are currently provided by ACMC at Highland Hospital.

   b. Acute mental health Care for all inmates is provided by BHCS through an outside services provider. Medical vendor shall work in collaboration with the outside mental health services provider.

   c. Emergency room care for Santa Rita inmates is currently provided by Valley Care Medical Systems. Emergency room care for Glenn E. Dyer inmates is currently provided by ACMC Highland Hospital.

16. Pharmaceuticals:

   a. Contractor shall have a qualified, licensed on-site pharmacy that shall be responsible for ordering, payment, and exercise of proper control, administration and timely distribution by licensed personnel of all pharmaceuticals.

   b. Contractor shall, in addition, establish a pharmaceutical committee to review inventory and controls management for all drugs. A pharmacist, duly licensed by the State of California, shall be a member of this committee.

   c. Pharmacy shall work in collaboration with BHCS and or their contracted services provider when ordering, dispensing, billing and reviewing documents of the psychotropic medicines for all inmates in ACSO Detention and Corrections Facilities.

   d. County shall be responsible for providing all eligible HIV medication established by the AIDS Drug Assistance Program to eligible inmates in accordance with State regulations.

17. AIDS: Contractor shall cooperate with the Alameda County AIDS Task Force in continuing with AIDS education in the Detention and Corrections Facilities. AIDS/HIV testing shall be provided as clinically indicated within current community standards or
upon inmate’s or Sheriff’s Office Staff’s request, pursuant to Labor and Health and Safety Codes. All testing shall be done in accordance with State law.

18. Ancillary Services: Contractor shall be responsible for laboratory, x-ray and other ancillary services as required. All applicable licensure requirements shall be met.

19. Training and Education:

Provide for on-going staff training programs as provided for by law or accreditation standards.

a. Development of regular training schedules for medical staff on pregnancy issues.

b. Development of training program for review of medical protocol for pregnant inmates.

20. Detoxification from Drugs and Alcohol:

a. Contractor shall provide detoxification services at the facility in accordance with the National Commission of Correctional Health Care standards. Contractor shall be responsible for providing a methadone maintenance/detoxification program and for obtaining all licenses necessary to operate the program.

b. Contractor shall assure that arrangements are maintained whereby pregnant women with histories of drug dependency are evaluated on-site immediately and referred within four (4) hours for high risk obstetrical evaluation. Contractor shall coordinate and pay for enrollment and assessment services of pregnant opiate addicted women for methadone maintenance programs.

21. Transportation: Contractor shall be responsible for arranging and paying for necessary ambulance transportation. Transportation by automobile shall be the responsibility of ACSO. Policies and procedures for appropriate modes of transportation shall be jointly developed by ACSO and Contractor.

22. Quality Assurance / Oversight / Reporting:

a. Contractor shall cooperate fully with County’s Quality Assurance Program and County Criminal Justice Oversight Committee which have been designated as advisory to the Board of Supervisors (Board) with regard to criminal justice medical services.

b. Contractor shall participate as requested on service related County committees and with requests for service information and statistics.
c. County, at its own expense, shall contract with neutral third parties experienced in medical quality assurance reviews. These third parties will conduct monthly audits of medical records for treatment of medical conditions in order to evaluate the timeliness of care, appropriateness of assessment, treatment, type of provider and level of care using sampling techniques mutually agreed upon by County and the third party reviewers.

d. Contractor shall provide timely written responses to County regarding all issues identified in the quality assurance monthly summary. Contractor shall provide timely written responses regarding findings in any cases with which Contractor disagrees.

e. Results of each quality assurance review, as well as recommendations for corrective action, will be provided to the County and Contractor. Contractor will take recommended corrective action or advise County in writing why such corrective action should not be taken. Contractor will cooperate with procedures to resolve any impasse.

f. Further monitoring is provided by way of accreditation by the NCCHC and adherence to ACA Standards. Contractor shall help to supply documentation for the accreditation process. Evaluations are conducted bi-annually and failure to maintain existing compliance and certification will result in fines being imposed and/or termination of the contract at County discretion.

g. Oversight:

The Medical Director, Health Services Administrator and other appropriate representatives of the provider shall regularly attend scheduled meetings of the Criminal Justice Oversight Committee to report on issues of concern to that committee and cooperate on an ongoing basis with designated committee representatives.

23. Medical Audit Committee:

a. Proposals are to indicate the method to be used in instituting and maintaining a medical audit committee to be responsible for developing, recommending and implementing all future policies and procedures necessary for the operation of the health care program. The objective of this committee shall be to assure quality care is accessible to all inmates.

b. Proposed committee shall be comprised of, at a minimum, a physician, a representative of the Contractor’s administration, nursing, dental services,
pharmacy, ASCO Project Officer, Criminal Justice Mental Health and Medical Records personnel.

c. Committee shall meet at least monthly with a predetermined agenda, recorded minutes and copies of reports submitted to the Project Officer.

d. All services under the purview of health services shall be reviewed and evaluated for quality of care through established and regularly performed audits. These services shall include but are not limited to the following:

i. Primary care services;

ii. Preventive health service;

iii. Ancillary services, laboratory and x-ray;

iv. In-patient services, hospital and OPHU;

v. Pharmacy;

vi. Dental services;

vii. Medical records;

viii. Referral medical specialty services;

ix. Communicable disease control;

x. Environmental safety;

xi. Intake screening health appraisal;

xii. Out-patient hospital services;

xiii. Ob/Gyn services; and,

xiv. Training orientation.

24. Range of Accredited Health Care Services (medical, nursing, dental, pharmacy, laboratory, radiology). Specific expected service includes, but may not be limited to:

a. Intake health screening;
b. Health appraisals;
c. Sick call;
d. Physician services;
e. Maintenance of medical records;
f. Procedures manual;
g. Food services – special diets;
h. Health screening – inmate workers;
i. Consulting medical specialties;
j. Emergency services;
k. Out patient Services;
l. Dental services;
m. Prenatal/pregnancy services;
n. Prosthesis/glasses;
o. Hospital care;
p. Pharmaceuticals;
q. Ancillary services;
r. Detoxification;
s. Transportation;
t. Quality assurance;
u. Statistics and record keeping; and,
v. Health education/family planning/social services.
25. Grievance Procedure shall be as follows:

a. Contractor will follow the current policy and procedure with the ACSO for the communication and resolution of inmate and staff complaints or other items regarding any aspect of health care delivery.

b. Contractor will continue to follow the Emergency Grievance Procedure designed specifically for pregnant inmates.

c. Proposals shall detail the policies and procedures to be followed by the Contractor in dealing with complaints. Patient complaints shall be part of the health services reporting requirements.

26. Access:

Security staff shall accompany health care staff in providing health care services in the cell block area in accordance with written policies or procedures.

27. Legal Services:

Contractor shall actively assist County legal counsel in defense of/or prosecution of any legal action against or on behalf of Alameda County, the County Jail Health Care Staff, ACSO staff or any other County employees or agents. Said assistance shall include, but is not limited to, the timely provision of medical data, medical records and other information as counsel deems necessary to prepare the defense or prosecution, the investigation of claims, the preparation of declarations or affidavits, and the participation at any trial or hearing as necessary and appropriate.

28. Patient/Inmate Transfers or Releases/Continuity of Care:

a. Health records of an inmate, who is being transferred, whether for medical or other reasons, shall be evaluated by medical staff and a transfer summary completed. Procedures for transfer of inmates with suspected or known active tuberculosis shall be established by Contractor in compliance with statutory requirements.

b. Proposals are to detail how appropriate public health agencies will be notified of reportable illnesses and communicable diseases prior to release where possible. Proposals are to include Contractor’s plan for assuring continuity of medication therapy upon inmate’s release.

c. ACSO is in the process of developing a compassionate care release program. Humanitarian, court approved releases are currently used whenever feasible.
29. **Staff Contagious Disease Testing:**

Proposals shall have a plan that includes testing for other exposures on a case-by-case basis for various contagious diseases.

30. **Inmate Court Referral Protocols:**

Proposals are to include procedures and protocols for addressing medical referral from the courts (Section 4011 of the Penal Code).

31. **Medical Records Audit Consultant:**

Contractor shall cooperate with the outside medical records review program as provided by the County.

32. **Responsibility for Mental Health Services:**

After initial screening by Contractor, County shall be responsible for any services related to mental health. Employees responsible for mental health screening are to have specialized training and/or degrees in this area. Contractor shall make appropriate referrals to the County’s Criminal Justice Mental Health staff, and when observations warrant such, cooperate in any ongoing treatment as prescribed by mental health practitioners.

33. **Transition:**

a. Contractor shall be responsible for ensuring that the management and operational responsibilities for health services are transferred as smoothly as possible to any succeeding Contractor’s medical services.

b. Contractor shall be responsible for the following:

   i. Strategic/operational planning;

   ii. In-service training;

   iii. Supervising and development of a disease/injury oriented medical record system;

   iv. Developing drug utilization data;

   v. Establishing professional contracts with referral facilities;
vi. Evaluating existing inventories;

vii. Personnel recruitment;

viii. Ordering of supplies and equipment;

ix. Developing both internal and external plans for emergency care; and

x. Establishing reporting procedures.

c. Contractor shall provide County with a written transition plan as part of its response to this RFP, including plans for staff orientation and dates when staff will be employed on a full-time basis.

C. DELIVERABLES/REPORTS

1. Medical Records: Are of a secure and confidential nature. Contractor shall agree to maintain confidentiality of the health care records as is required by law. In the event of a contract termination, records shall be returned to County to assure compliance with medical records retention practices.

2. Records Maintenance: Individual inmate health records shall include but will not be limited to:

a. Pre-screen history;

b. Medical evaluation report;

c. Complaints of injury or illness and action taken;

d. Physician orders;

e. Progress notes;

f. Names of all personnel treating, prescribing, and/or issuing medication;

g. Medications administered;

h. All laboratory x-ray, and other documentation of treatment provided; and,

i. All off-site services shall be documented.
It shall be noted that a maximum of twenty percent (20%) minor and a maximum of ten percent (10%) major error rate will be a goal for the coming contract term per year as determined by the independent neutral third party contractor and quality assurance program as set forth in paragraphs 23 and 31.

3. Procedures Manual: Contractor shall be responsible for maintaining an updated procedures manual that meets the requirements of applicable standards as outlined in the NCCHC and ACA, as well as the requirements of the Sheriff’s Office as defined in Title 15, Section 1206. A separate communicable disease manual shall also be maintained.

4. Demonstrate the ability to produce monthly statistical reports on health services utilization which shall be provided to the County and ACSO using the data set and report formats approved by the County. A quarterly synopsis of this data should be sent to the Sheriff of Alameda County. In addition to monthly reports, quarterly and annual summaries shall also be submitted relating to progress toward agreed upon objectives for County detentions and corrections health services and the status of personnel-related activities.

5. Contractor shall make available accrued data regarding services provided. Data shall be compiled in appropriate reports as defined by the ACSO and shall initially require a monthly reporting mechanism defined by the ACSO.

6. Proposals are to include methods that the Contractor intends to use in implementing a system for collecting and analyzing trends in health care utilization. Plan shall provide all needed statistical data and information to plan, implement and evaluate health care trends.

7. Proposals shall include an implementation plan which states the data elements recommended for analysis, a discussion of the personnel to be used and reports to be generated.

8. Monthly statistical reports on health services utilization shall be provided to the Project Officer using data set and report formats approved by the County. In addition to monthly reports, quarterly and annual summaries shall also be submitted relating to progress toward agreed upon objectives for the County Jail Health Services and recruiting, disciplinary and other affirmative action statistics.

III. INSTRUCTIONS TO BIDDERS

F. COUNTY CONTACTS

1. GSA-Purchasing is managing the competitive process for this project on behalf of the ACSO. All contact during the competitive process is to be through the GSA-Purchasing Department only.
2. The evaluation phase of the competitive process shall begin upon receipt of sealed bids and continue until a contract has been awarded or the bid process is cancelled. Bidders shall not contact or lobby evaluators during the evaluation process. Attempts by Bidder to contact evaluators may result in disqualification of Bidder.

3. All questions regarding these specifications, terms and conditions are to be submitted in writing, preferably via e-mail by March 19, 2004 to:

   Edward Perez., Senior Buyer  
   Alameda County, GSA-Purchasing  
   1401 Lakeside Drive, Suite 907  
   Oakland, CA 94612  
   E-Mail: edward.perez@acgov.org  
   FAX: 510-208-9626

4. The GSA Contracting Opportunities website will be the official notification posting place of all Requests for Interest, Proposals, Quotes and Addenda. Go to http://www.acgov.org/gsa/purchasing/bid_content/ContractOpportunities.jsp to view current contracting opportunities.

G. CALENDAR OF EVENTS

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request Issued</td>
<td>March 15, 2004</td>
</tr>
<tr>
<td>Written Questions Due</td>
<td>MARCH 19, 2004</td>
</tr>
</tbody>
</table>
| Networking/Bidders Conference/Site Visit | MARCH 23, 2004 1:00 P.M | AT: Santa Rita Jail  
5325 Broder Boulevard  
Dublin CA 94568  
| Addendum Issued              | March 26, 2004                       |
| Response Due                 | BY 2:00 p.m. on April 23, 2004       |
| Evaluation Period            | April 26, 2004 – April 30, 2004      |
| Vendor Interviews            | May 3, 2004                           |
| Board Letter Issued          | May 7, 2004                           |
| Board Award Date             | May 25, 2004                          |
| Contract Start Date          | July 1, 2004                          |

**Note:** Award and start dates are approximate.

It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and the site condition. By the submission of a bid, the bidder certifies that if awarded a contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.
H. NETWORKING/BIDDERS CONFERENCE/SITE VISIT

A networking/bidders conference/site visit will be held to:

- Provide an opportunity for small and local and emerging businesses (SLEBs) and large firms to network and develop partnering relationships in order to participate in the contract(s) that may result from this RFP.
- Provide an opportunity for bidders to ask specific questions about the project and request RFP clarification.
- Provide bidders an opportunity to view a site, receive documents, etc. necessary to respond to the RFP.
- Provide the County with an opportunity to receive feedback regarding the project and RFP.

Written questions submitted prior to the networking/bidders conference/site visit, in accordance with the Calendar of Events, and verbal questions received at the networking/bidders conference/site visit, will be addressed whenever possible at the networking/bidders conference/site visit and a site plan will be distributed. All questions will be addressed and the list of attendees will be included in an RFP Addendum following the networking/bidders conference/site visit in accordance with the Calendar of Events.

Potential bidders are strongly encouraged, but not required, to attend the Networking/Bidders Conference/site visit in order to further facilitate partnering relationships. Vendors who attend the Networking/Bidders Conference/site visit will be added to the Vendor Bid List (see Exhibit M).

Failure to participate in the networking/bidders conference/site visit will in no way relieve the Contractor from furnishing goods and/or services required in accordance with these specifications, terms and conditions.

Networking/bidders conference/site visit will be held on:

MARCH 23, 2004  AT  1:00 P.M
Networking/Bidders Conferences will be held at:
Santa Rita Jail
5325 Broder Boulevard
Dublin CA 94568

PLEASE NOTE: DUE TO THE HIGH SECURITY THAT IS INVOLVED AT THE JAIL FACILITY. THE SHERIFF’S DEPARTMENT HAS REQUESTED THAT A LIST OF THE ATTENDEES BE SUBMITTED NO LATER THAN TWENTY FOUR (24) HOURS
PRIOR TO THIS MEETING. ALL ATTENDEES MUST HAVE ACCEPTABLE PICTURE IDENTIFICATION ON THEIR PERSON ON THE DAY OF THE CONFERENCE. AN ACCEPTABLE ID IS A DRIVER’S LICENSE OR GOVERNMENT ISSUED IDENTIFICATION CARDS. YOUR COOPERATION ON THIS MATTER WILL BE APPRECIATED.

I. SUBMITTAL OF BIDS

1. All bids must be SEALED and must be received at the Office of the Purchasing Agent of Alameda County BY 2:00 p.m. on the due date specified above.

NOTE: LATE AND/OR UNSEALED BIDS CANNOT BE ACCEPTED. IF HAND DELIVERING BIDS PLEASE ALLOW TIME FOR METERED STREET PARKING OR PARKING IN AREA PUBLIC PARKING LOTS AND ENTRY INTO SECURE BUILDING.

2. Bids will be received only at the address shown below, and by the time indicated. Any bid received after said time and/or date or at a place other than the stated address cannot be considered and will be returned to the bidder unopened.

3. All bids, whether delivered by an employee of the bidder, U.S. Postal Service, courier or package delivery service, must be received and time stamped at the stated address prior to the time designated. The Purchasing Department's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of bids.

4. Bids are to be addressed as follows:

   Comprehensive Health Care Services for Detention and Correction Facilities
   RFP No. 10123/EP/03
   Alameda County, GSA-Purchasing
   1401 Lakeside Drive, Suite 907
   Oakland, CA  94612

5. Bidders are to submit an original, plus eight (8) Copies of their proposal for Comprehensive Health Care Services for Alameda County Sheriff’s Office Detention and Corrections Facilities. Original proposal is to be clearly marked and is to be either loose leaf or in a 3-ring binder, not bound.

6. Bidder's name and return address must also appear on the mailing package.

7. No telegraphic or facsimile bids will be considered.

8. Bidder agrees and acknowledges all RFP specifications, terms and conditions and indicates ability to perform by submission of its bid.
9. Submitted bids shall be valid for a minimum period of twelve (12) months.

10. All costs required for the preparation and submission of a bid shall be borne by Bidder.

11. Only one bid response will be accepted from any one person, partnership, corporation or other entity; however, several alternatives may be included in one response.

12. It is the responsibility of the bidders to clearly identify information in their bid responses that they consider to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

13. All other information regarding the bid responses will be held as confidential until such time as the County Selection Committee has completed their evaluation and, or if, an award has been made. Bidders will receive mailed award/non-award notification(s), which will include the name of the bidder to be awarded this project. In addition, award information will be posted on the County’s “Contracting Opportunities” website, mentioned above.

14. Each bid received, with the name of the bidder, shall be entered on a record, and each record with the successful bid indicated thereon shall, after the award of the order or contract, be open to public inspection.

J. RESPONSE FORMAT

1. Bid responses are to be straightforward, clear, concise and specific to the information requested.

2. In order for bids to be considered complete Bidder must provide all information requested.

K. RESPONSE CONTENT/SUBMITTALS

1. Bid responses must be signed in ink as set forth in this subsection. The signatures of all persons required under the applicable organizational documents in order to bind Bidder must be on the bid response. Include evidence that the person or persons signing the proposal is/are authorized to execute the proposal on behalf of the bidder. A corporation must submit a copy of the board resolution authorizing such execution. A partnership must submit a copy of its partnership agreement and a list of the names, addresses and telephone numbers of all general partners. A limited liability company must submit a copy of its membership agreement and a list of the names, addresses and telephone numbers of all members. A joint venture must submit a copy of its joint venture agreement and a list of the names, addresses and telephone numbers of all joint
ventures. A joint venture must designate and authorize one person to act on behalf of
the joint venture with respect to all matters connected with this RFP.

2. Provide applicable signature documentation pursuant to Contractor’s organizational
structure verifying the authority of the person signing the bid response to commit to its
Proposal on behalf of the Contractor.

3. Bidders shall follow the requirements set forth below. Any material deviation from
these requirements may be cause for rejection of the proposal, as determined in the
County’s sole discretion. All items listed below are required to be submitted in each
RFP response. The content and sequence of each proposal shall be as follows:

a. Title Page: Show RFP number and title, your company name and address, name
of the contact person (for all matters regarding the RFP response), telephone
number and proposal date.

b. Table of Contents: Bid responses shall include a table of contents listing the
individual sections of the proposal and their corresponding page numbers. Tabs
should separate each of the individual sections.

c. Cover Letter: Bid responses shall include a cover letter describing the bidder
and include all of the following:

i. The official name of Bidder;

ii. The Bidder’s organizational structure (e.g. corporation, partnership,
limited liability company, etc.);

iii. The jurisdiction in which Bidder is organized and the date of such
organization;

iv. The address of Bidder’s headquarters, any local office involved in the bid
proposal; and the address/location where the actual production of goods
and/or services will be performed;

v. Bidder’s Federal Tax Identification Number;

vi. The name, address, telephone, fax numbers and e-mail address of the
person(s) who will serve as the contact(s) to the County, with regards to
the RFP response, with authorization to make representations on behalf of
and to bind Bidder;
vii. A representation that the bidder is in good standing in the State of California and has all necessary licenses, permits, certifications, approvals and authorizations necessary in order to perform all of its obligations in connection with this RFP;

viii. An acceptance of all conditions and requirements contained in this RFP; and,

ix. Applicable organizational documents as required and identified in paragraph 1. above.

d. Letter of Transmittal: Bid responses shall include a description of Bidder’s approach in providing its goods and/or services to the County in one or two pages stating its understanding of the work to be done and a positive commitment to perform the work as specified.

e. Executive Summary: A brief synopsis of the highlights of the proposal and overall benefits of the proposal to the County. This synopsis should not exceed three (3) pages in length and should be easily understood.

f. Bidder’s Qualifications and Experience:

Provide a description of Bidder’s capabilities pertaining to this RFP. This description should not exceed five (5) pages and should include a detailed summary of Bidder’s experience relative to RFP requirements described herein, including references.

g. Financial Statements:

Bidder’s most recent Dun & Bradstreet Supplier Evaluation Report. Dun & Bradstreet Supplier Evaluation Report must be ranked a six (6) or lower for bidder to be considered for contract award. For information on how to obtain a Supplier Evaluation Report, contact Dun & Bradstreet at 1-866-719-7158 or www.dnb.com.

h. Key Personnel - Qualifications and Experience:

Bid responses shall include a complete list of and resumes for all key personnel associated with the RFP. This list must include all key personnel who will provide services/training to County staff and all key personnel who will provide support services. For each person on the list, the following information shall be included: (1) the person’s relationship with Bidder, including job title and years of employment with Bidder; (2) the role that the person will play in connection
with the RFP (3) address, telephone, fax numbers, and e-mail address; (4) the person’s educational background; (5) the person’s relevant experience; and (6) relevant awards, certificates or other achievements. This section of the bid response should include no more than two pages of information for each listed person.

i. Description of the Proposed Services:

Bid response shall include a description of the terms and conditions of services to be provided during the contract term including response times. The description shall contain a basis of estimate for services including its scheduled start and completion dates, the number of Bidder’s and County personnel involved, and the number of hours scheduled for such personnel. Finally, the description must: (1) specify how the services in the bid response will meet or exceed the requirements of the County; (2) explain any special resources, procedures or approaches that make the services of Bidder particularly advantageous to the County; and (3) identify any limitations or restrictions of Bidder in providing the services that the County should be aware of in evaluating its response to this RFP.

j. References, Exhibit D1 and D2:

i. Bidder shall provide a complete client list with current contact names and phone numbers on a separate sheet(s).

ii. Reference information is to include:

- Company/Agency name;
- Contact person (name and title), contact person is to be someone directly involved with the services;
- Complete street address;
- Telephone number;
- Type of business; and,
- Dates of service.

iii. The County may contact some or all of the references provided in order to determine Bidder’s performance record on work similar to that described in this request. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

iv. Bidder shall provide on a separate sheet(s), complete reference information for all public institutions or agencies for which it provides or
has provided comparable product, systems and services. Each reference shall include the project name and location, the scope of services performed and the name, address, telephone and fax numbers of the person who may be contacted for reference information.

k. Bid Form, Exhibit B:

Pricing for the procurement of goods and services by the County shall include all taxes, freight and all other costs, or credits, associated with the procurement and delivery to the County of Bidder’s goods and services. Refer to the section entitled “PRICING” under the section designated “TERMS AND CONDITIONS” herein below.

l. Evidence of Insurance: Certificates of insurance are required per the attached Exhibit C from a reputable insurer evidencing all coverage required for the term of any contract that may be awarded pursuant to this RFP.

m. Other required Submittals/Exhibits not included above that are required in the bid response:

- Exhibit A, Acknowledgement, signed.
- Exhibit E, SLEB Certification Application Package, completed, signed, required documentation attached (if applicable).
- Exhibit F, Small Local Emerging Business (SLEB) Partnering Information Sheet, completed and signed.
- Exhibit G, Request for Preference for Local Business and Small and Local or Emerging and Local Business, completed and signed (if applicable). If applicable, submit the following:
  - Copy of a verifiable business license, issued by the County of Alameda or a City within the County; and,
  - Proof of six (6) month business residency, identifying the name of the vendor and the local address: any previous contracts with the County, utility bills, and deed of trust or lease agreement.
- Exhibit H, First Source Agreement, completed and signed.
- Exhibit I, Exceptions, Clarifications and Amendments Form, completed and signed. Any exceptions, clarifications and amendments should also address the attached Exhibits, particularly Exhibit J, Standard Agreement (The County is under no obligation to accept any exceptions and such exceptions may be a basis for bid disqualification).
- Exhibit K, Sample Proposal Evaluation Form, fill in vendor name.
L. EVALUATION CRITERIA/SELECTION COMMITTEE

All proposals will be evaluated by a County Selection Committee (CSC). The County Selection Committee may be composed of County staff and other parties that may have expertise or experience in Comprehensive Health Care in a Corrections and Detention Facility. The CSC will select a contractor in accordance with the evaluation criteria set forth in this RFP. The evaluation of the proposals shall be within the sole judgment and discretion of the CSC.

All contact during the evaluation phase shall be through the GSA-Purchasing Department only. Bidders shall not contact nor lobby evaluators during the evaluation process. Attempts by Bidder to contact members of the CSC may result in disqualification of Bidder.

The CSC will evaluate each proposal meeting the qualification requirements set forth in this RFP. Bidders should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the County’s requirements as set forth in this RFP.

Bidders are advised that in the evaluation of cost, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.

As a result of this RFP, the County intends to award a contract to the responsible bidder(s) whose response conforms to the RFP and whose bid presents the greatest value to the County, all evaluation criteria considered. The combined weight of the evaluation criteria is greater in importance than cost in determining the greatest value to the County. The goal is to award a contract to the bidder(s) that proposes the County the best quality as determined by the combined weight of the evaluation criteria. The County may award a contract of higher qualitative competence over the lowest priced response.

The basic information that each section should contain is specified below, these specifications should be considered as minimum requirements. Much of the material needed to present a comprehensive proposal can be placed into one of the sections listed. However, other criteria may be added to further support the evaluation process whenever such additional criteria are deemed appropriate in considering the nature of the goods and/or services being solicited.

Each of the following Evaluation Criteria below will be used in ranking and determining the quality of bidder’s proposals. Proposals will be evaluated according to each Evaluation Criteria, and scored on a five-point scale. The scores for all the Evaluation Criteria will then be added according to their assigned weight (below) to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is five.
hundred fifty (550) points including local and small and local or emerging and local preference points.

Each of the following Evaluation Criteria below will be used in ranking and determining the quality of bidder’s proposals. Proposals will be evaluated according to each Evaluation Criteria, and rated on a zero to five-point scale where the range is defined as follows:

<table>
<thead>
<tr>
<th></th>
<th>Evaluation Criteria</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>Not Acceptable</td>
<td>Non-responsive, fails to meet RFP specification. The approach has no probability of success. If a mandatory requirement this score will result in disqualification of proposal.</td>
</tr>
<tr>
<td>1</td>
<td>Poor</td>
<td>Below average, falls short of expectations, is substandard to that which is average or expected norm, has a low probability of success in achieving objectives per RFP.</td>
</tr>
<tr>
<td>2</td>
<td>Fair</td>
<td>Has a reasonable probability of success, however, some objectives may not be met.</td>
</tr>
<tr>
<td>3</td>
<td>Average</td>
<td>Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.</td>
</tr>
<tr>
<td>4</td>
<td>Above Average/Good</td>
<td>Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.</td>
</tr>
<tr>
<td>5</td>
<td>Excellent/Exceptional</td>
<td>Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success in achieving all objectives and meeting RFP specification.</td>
</tr>
</tbody>
</table>

The Evaluation Criteria and their respective weights are as follows:

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Completeness of Response:</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent Addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location within fourteen (14) calendar days of contract award and/or the completion of the competitive process.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Specifications, Terms &amp; Conditions for Comprehensive Health Care Services</td>
</tr>
<tr>
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</tr>
</tbody>
</table>

**B. Financial Stability (See RFP Section K, 3 g.).**

**C. Cost:**
The points for Cost will be computed by dividing the amount of the lowest responsive bid received by each bidder’s total proposed cost.

While not reflected in the Cost evaluation points, an evaluation may also be made of (a) reasonableness (i.e., does the proposed pricing accurately reflect the bidder’s effort to meet requirements and objectives?); (b) realism (i.e., is the proposed cost appropriate to the nature of the products and services to be provided?); and (c) affordability (i.e., the ability of the County to finance the equipment/system and services). Consideration of price in terms of overall affordability may be controlling in circumstances where two or more proposals are otherwise adjudged to be equal, or when a superior proposal is at a price that the County cannot afford.

**D. Implementation Plan and Schedule:**
An evaluation will be made of the likelihood that Bidder’s implementation plan and schedule will meet the County’s schedule. Additional credit will be given for the identification and planning for mitigation of schedule risks which Bidder believes may adversely affect any portion of the County’s schedule.

**E. Relevant Experience:**
Proposals will be evaluated against the RFP specifications and the questions below:
- Do the individuals assigned to the project have experience on similar projects?
- Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- How extensive is the applicable education and experience of the personnel designated to work on the project.

**F. References (See RFP Section K, 3, j.).**
### G. Overall Proposal.

<table>
<thead>
<tr>
<th>Points</th>
<th>Description</th>
</tr>
</thead>
</table>
| 17     | Understanding of the Project: Proposals will be evaluated against the RFP specifications and the questions below:  
- Has bidder demonstrated a thorough understanding of the purpose and scope of the project?  
- How well have the proposed identified pertinent issues and potential problems related to the project?  
- Has the proposed demonstrated that it understands the deliverables the County expects it to provide?  
- Has the proposed demonstrated that it understands the County’s time schedule and can meet it? |

### H. Understanding of the Project:

- Has bidder demonstrated a thorough understanding of the purpose and scope of the project?  
- How well have the proposed identified pertinent issues and potential problems related to the project?  
- Has the proposed demonstrated that it understands the deliverables the County expects it to provide?  
- Has the proposed demonstrated that it understands the County’s time schedule and can meet it?

### I. Oral Presentation and Interview: These shall be performed at the discretion of the CSC

Following evaluation of the written proposals, bidders receiving the highest scores may be invited to an oral presentation and interview. The scores at that time will not be communicated to bidders. The oral presentation by each bidder shall not exceed sixty (60) minutes in length. The oral interview will consist of standard questions asked of each of the bidders and specific questions regarding the specific proposal. The proposals may then be re-evaluated and re-scored based on the oral presentation and interview.

### M. NOTICE OF AWARD

1. At the conclusion of the RFP response evaluation process (“Evaluation Process”), all bidders will be notified in writing of the contract award recommendation, if any, of GSA - Purchasing. The document providing this notification is the Notice of Award.

2. The Notice of Award will provide the following information:
   - The name of the bidder being recommended for contract award;  
   - The names of all other bidders; and  
   - In summary form, bid evaluation points for each bidder.
3. Debriefings for unsuccessful bidders will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful offeror’s bid with the Buyer.

   a. Under no circumstances will any discussion be conducted in regards to contract negotiations with the successful bidder, etc.

   b. Debriefing may include review of successful bidder’s proposal.

N. BID PROTEST / APPEALS PROCESS

GSA-Purchasing prides itself on the establishment of fair and competitive contracting procedures and the commitment made to following those procedures. The following is provided in the event that bidders wish to protest the bid process or appeal the recommendation to award a contract for this project.

1. Any bid protest must be submitted in writing to the Deputy Director of GSA - Purchasing, 1401 Lakeside Drive, Suite 907, Oakland, CA 94612. The bid protest must be submitted before 5:00 p.m. of the fifth (5th) business day following the date of the Notice of Award.

   a. The bid protest must contain a complete statement of the basis for the protest.

   b. The protest must include the name, address and telephone number of the person representing the protesting party.

   c. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest.

   d. The procedure and time limits are mandatory and are the Bidder’s sole and exclusive remedy in the event of Bid Protest.

2. The Bidder’s failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid Protest, including filing a Government Code claim or legal proceedings.

3. Upon receipt of written protest/appeal, GSA-Purchasing, Deputy Director will review and provide an opportunity to settle the protest/appeal by mutual agreement, will schedule a meeting to discuss or issue a written response to advise an appeal/protest decision within five (5) working days of review date.
a. Responses will be issued and/or discussed at least five (5) days prior to Board hearing date.

b. Responses will inform the bidder whether or not the recommendation to the Board is going to change.

4. The decision of the Deputy Director, GSA-Purchasing may be appealed to the Director, GSA. All appeals to the Director, GSA shall be in writing and submitted within five (5) calendar days of notification of decision by the Deputy Director, GSA-Purchasing.

5. The decision of the Director, GSA is the final step of appeal process.

6. The Director, GSA and Deputy Director, GSA-Purchasing will determine if the Board letter should include (or be amended to include) a brief mention of the grounds of the protest/appeal and provide the recommended resolution, if the issue should be discussed with the Board of Supervisors, and/or if the Board item should be pulled.

a. The recommended protest/appeal solution will support the original recommendation for award.

b. If a protest/appeal has merit, the Board item will be pulled and steps taken to fix the problem.

c. County Counsel will be consulted at a minimum for any matters that are Agendized for Closed Session.

IV. TERMS AND CONDITIONS

O. TERM / TERMINATION / RENEWAL

1. The term of the contract, which may be awarded pursuant to this RFP, will be for three (3) years with option(s) to renew.

2. By mutual agreement, any contract which may be awarded pursuant to this RFP may be extended for additional terms at agreed prices with all other terms and conditions remaining the same.

P. PRICING

1. Total package to include primary care (on-site), hospital care (in/out patient) and all other expected and/or anticipated costs associated with meeting and demands of the proposals.
2. Price proposals shall identify an annual average inmate population as noted in Paragraph B, Background and shall include a cost adjustment mechanism for census increases or decreases.

3. All health care services provided to the inmates are the responsibility of the Contractor unless the inmate utilizes their own private physician in accordance with applicable laws.

4. All drugs excluding HIV and psychotropic, medicines, medical supplies and equipment, office supplies, books, periodicals, dentures, prosthesis, etc, shall be the Contractor’s responsibility.

5. Prices quoted shall be subject to acceptance at any time within one hundred twenty (120) days after the due date.

6. Prices shall include other specialized cost considerations as deemed necessary by the Contractor.

7. Contractor shall be expected to provide all required equipment not on-site or in inventory. Contractor shall include all such costs in total package bid.

8. Contractor must assume all catastrophic risks and expense.

9. All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFP.

10. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the County.

11. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.

12. Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and County only after completion of the initial term.

13. The price(s) quoted shall be the total cost the County will pay for this project including taxes and all other charges.

14. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.

15. The County has the right to decline to award this contract if it is determined that proposed pricing is not competitively priced with similar sized counties or non-county agencies within the State of California.
16. Price quotes shall include any and all payment incentives available to the County.

Q. AWARD

1. Proposals will be evaluated by a committee and will be ranked in accordance with the RFP section entitled “Evaluation Criteria/Selection Committee.”

2. The committee will recommend award to the bidder who, in its opinion, has submitted the proposal that best serves the overall interests of the County and attains the highest overall point score. Award may not necessarily be made to the bidder with the lowest price.

3. The County reserves the right to reject any or all responses that materially differ from any terms contained herein or from any Exhibits attached hereto and to waive informalities and minor irregularities in responses received.

4. The County reserves the right to award to a single or multiple contractors.

5. Board approval to award a contract is required.

6. Final Standard Agreement terms and conditions will be negotiated with the selected bidder. Attached Exhibit J contains minimal Agreement boilerplate language only.

7. The RFP specifications, terms, conditions and Exhibits, RFP Addenda and Bidder’s proposal, may be incorporated into and made a part of any contract that may be awarded as a result of this RFP.

R. INVOICING

1. Contractor shall invoice the Alameda County Sheriff’s Office, unless otherwise advised, upon satisfactory receipt of product and/or performance of services.

2. Payment will be made within thirty (30) days following receipt of invoice and upon complete satisfactory receipt of product and performance of services.

3. County shall notify Contractor of any adjustments required to invoice.

4. Invoices shall contain County PO number, invoice number, remit to address and itemized products and/or services description and price as quoted and shall be accompanied by acceptable proof of delivery.

5. Contractor shall utilize standardized invoice upon request.

6. Invoices shall only be issued by the Contractor who is awarded a contract.
7. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the purchase orders.

8. The County will pay Contractor monthly or as agreed upon, not to exceed the total lump sum price quoted in the bid response.

S. **Liquidated Damages**

1) A deduction for liquidated damages of Two Hundred Dollars ($200.00) per hour or any portion thereof, per employee will be assessed for Contractor’s failure to comply with the requirements of Section D. 3. “Hours of Coverage” subparagraphs a. through h., inclusive and Section D. 8. “Outpatient Care” subparagraphs a. through c., inclusive.

2) It being impracticable or extremely difficult to fix the actual damage, the amount set forth above is hereby agreed upon as liquidated damages and will be deducted from any money due the Contractor under this Agreement.

3) In the event the Contractor’s performance has been deemed unsatisfactory by a review committee, the County reserves the right to withhold future payments until the performance is deemed satisfactory.

T. **COUNTY PROVISIONS**

1. **Preference for Local Products and Vendors:** A five percent (5%) preference shall be granted to Alameda County products or Alameda County vendors on all sealed bid on contracts except with respect to those contracts which state law requires be granted to the lowest responsible bidder. An Alameda County vendor is a firm or dealer with fixed offices and having a street address within the County for at least six (6) months prior to the issue date of this RFP; and which holds a valid business license issued by the County or a city within the County. Alameda County products are those which are grown, mined, fabricated, manufactured, processed or produced within the County. Locality must be maintained for the term of the contract. Evidence of locality shall be provided immediately upon request and at any time during the term of any contract that may be awarded to Contractor pursuant to this RFP.

2. **Small and Emerging Locally Owned Business:** A small business for purposes of this RFP is defined by the United States Small Business Administration as having no more than Eight Million Five Hundred Thousand Dollars ($8,500,000) in average annual gross receipts over the last three (3) years. An emerging business, as defined by the County is one having annual gross receipts of less than one-half (1/2) of the above amount over the same period of time. In order to participate herein, the small or emerging business must also satisfy the locality requirements and be certified by the County as a Small or Emerging, local business. A certification application package
(consisting of Instructions, Application and Affidavit) has been attached hereto as Exhibit E and must be completed and returned by a qualifying contractor.

A locally owned business, for purposes of satisfying the locality requirements of this provision, is a firm or dealer with fixed offices and having a street address within the County for at least six (6) months prior to the issue date of this RFP; and which holds a valid business license issued by the County or a city within the County.

The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County’s purchase of goods and services. As a result of the County’s commitment to advance the economic opportunities of these businesses the following provisions shall apply to this RFP:

a. If Bidder is certified by the County as either a small and local or an emerging and local business, the County will provide a five percent (5%) bid preference, in addition to that set forth in paragraph 1., above, for a total bid preference of ten percent (10%). However, a bid preference cannot override a State law, which requires the granting of an award to the lowest responsible bidder.

b. Bidders not meeting the small or emerging local business requirements set forth above do not qualify for a bid preference and must partner, joint venture or subcontract with one or more County certified small and/or emerging local businesses for at least twenty percent (20%) of Bidder’s total bid amount in order to be considered for the contract award. Bidder, in its bid response, must submit written documentation evidencing a firm contractual commitment to meeting this minimum local participation requirement. Participation of a small and/or emerging local business must be maintained for the term of any contract resulting from this RFP. Evidence of participation shall be provided immediately upon request at any time during the term of such contract. Contractor shall provide quarterly participation reports during the term of said contract and a final account statement at the end of the contract to the County Business Outreach Officer.

The County reserves the right to waive these small/emerging local business participation requirements in this RFP, if the additional estimated cost to the County, which may result from inclusion of these requirements, exceeds five percent (5%) of the total estimated contract amount or Ten Thousand Dollars ($10,000), whichever is less.

If additional information is needed regarding this requirement, please contact Linda Moore, Business Outreach Officer, Alameda County General Services Agency, at (510) 208-9717 or via E-mail at linda.moore@acgov.org.
3. First Source Program: The First Source Program has been developed to create a public/private partnership that links CalWORKs job seekers, unemployed and underemployed County residents to sustainable employment through the County’s relationships/connections with business, including contracts that have been awarded through the competitive process, and economic development activity in the County. Welfare reform policies and the new Workforce Investment Act require that the County do a better job of connecting historically disconnected potential workers to employers. The First Source program will allow the County to create and sustain these connections.

Contractors awarded contracts for goods and services in excess of One Hundred Thousand Dollars ($100,000) as a result of this RFP are required to provide Alameda County with ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County, that Contractor has available during the life of the contract before advertising to the general public. Potential candidates referred by County to Contractor will be pre-screened, qualified applicants based on Contractor’s specifications. Contractor agrees to use its best efforts to fill its employment vacancies with candidates referred by County, but the final decision of whether or not to offer employment, and the terms and conditions thereof, rest solely within the discretion of the Contractor.

Contractors participating in the First Source Program may be eligible for incentives, including but not limited to tax credits for employees hired, Enterprise Zone credits, and on the job training subsidy.

Bidders are required to complete, sign and submit in their bid response, the First Source Agreement that has been attached hereto as Exhibit H, whereby they agree to notify the First Source Program of job openings prior to advertising elsewhere (ten day window) in the event that they are awarded a contract as a result of this RFP. Exhibit H will be completed and signed by County upon contract award and made a part of the final contract document.

For additional information regarding the First Source Program requirements, please contact Robert Benson, EDAB Workforce Development Director, Alameda County, at (510) 272-3876 or via e-mail at rbenson@edab.org.

U. ACCOUNT MANAGER/SUPPORT STAFF

1. Contractor shall provide a dedicated competent account manager who shall be responsible for the County account/contract. The account manager shall receive all orders from the County and shall be the primary contact for all issues regarding Bidder’s response to this RFP and any contract which may arise pursuant to this RFP.
2. Contractor shall provide adequate, competent support staff that shall be able to service the County during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract, products offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.

3. Contractor account manager shall be familiar with County requirements and standards and work with the Alameda County Sheriff’s Office and Behavioral Health Department to ensure that established standards are adhered to.

4. Security of Data: Some data files of the County are of a confidential nature. Contractor’s employees shall be allowed access to files only as needed for their duties related to the contract and in accordance with applicable law and rules established by the custodian of records. Contractor shall honor or establish policies and procedures for safeguarding confidentiality of data and may be liable civilly or criminally under privacy legislation for negligent release of such information.

5. County may request replacement of any Contractor personnel believed unable to carry out the responsibilities of the contract and shall have the right to approve all appointments of Contractor personnel. All Contractor personnel shall be subject to a security check by the Sheriff’s Office and, with cause, subject to rejection for employment.

6. Contractor shall, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules and regulations in any manner affecting the contract. Contractor shall maintain regular communications with facility commanders or designees and shall actively cooperate in all matters pertaining to this contract.

7. Compliance with minimum jail standards of Title 15 of the California Code of regulations of the State of California.

8. Management Services:

Contractor shall be expected to provide for the administrative aspects of the program which shall include a full-time administrative person on-site. This person shall have twenty-four (24) hour, seven (7) days per week on-call responsibilities and shall be subject to interview and approval by the on-site Jail Administrator prior to appointment.

9. At minimum, the following staff positions are to be considered included:

   a. Medical Director;

   b. Administrator;
c. Doctors;
d. Supervising Nurse(s);
e. Nurse Practitioner(s) or Physicians Assistant (PA);
f. Registered Nurses;
g. Vocational Nurses;
h. Pharmacist, Pharmacy Staff (may be subcontract);
i. Secretarial, Clerical, Medical Records;
j. Dentist, Dental Assistant, X-Ray Technician;
k. Health Educator; and,
l. Prenatal Coordinator.

10. Proposal shall indicate Contractor’s method of covering all required health care activities on a seven (7) day per week basis.

11. Contractor shall provide twenty-four (24) hour Registered Nurse and LVN staffing mix to meet National Commission on Correctional Health Care standards, ACA standards, as well as those cited in the attachments.

12. Contractors shall submit a Jail Medical Services Staffing Plan. Data shall be on the basis of licensure as well as task.

13. Proposal shall thoroughly explain procedures to be followed by Contractor in recruiting and employing qualified personnel to fill proposed table of organizations.

14. Contractor personnel shall abide by the security regulation of the facilities in which the contractor provides health services. County shall provide the successful Contractor(s) with at least one (1) copy of the security regulations which the Contractor must comply. Contractor shall inform its employees of all such regulations. All contract personnel shall attend security orientation provided by the Alameda County Sheriff’s Office.

15. Administrative and Management Services Plan. Proposal shall include a comprehensive management plan as follows:

a. Accreditation;
b. Personnel Services;

c. Most current published Dunn & Bradstreet Report;

d. References from former & current clients; and,

e. Other.

16. Contractor shall detail the following personnel services:

   a. Recruitment;

   b. Equal employment opportunities;

   c. Licensure/certification requirements for staff; and

   d. Staff schedule by positions.

V. GENERAL REQUIREMENTS

1. Bidder shall show experience in-accreditation or have the ability to obtain and maintain accreditations.

2. Bidder shall set forth in writing all litigation (including all case citations) to which the company was a party within the last five (5) years.

3. Health Care Services. Proposals are to include a statement of how both on-site and off-site services will be provided. Each task shall be identified along with an explanation of how the task is to be accomplished, including job description identified with task and staffing levels. Do not limit response to tasks identified in various sections of the RFP but include all requirements to deliver comprehensive health care services.

4. Bidder shall be regularly and continuously engaged in the business of providing Comprehensive Health Care Services in Corrections and Detention Facility for at least three (3) years.

5. Bidder shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this RFP.

6. Proper conduct is expected of Contractor’s personnel when on County premises. This includes adhering to no-smoking ordinances, the drug-free work place policy, not using alcoholic beverages and treating employees courteously.
7. County has the right to request removal of any Contractor employee or subcontractor who does not properly conduct himself/herself/itself or perform quality work.

8. Contractor personnel shall be easily identifiable as non-County employees (i.e. work uniforms, badges, etc.).

9. All work shall be performed in a professional manner according to generally accepted industry standards and manufacturers instructions.

10. Multilingual/Multicultural Experiences:

   a. Contractor shall demonstrate protocols, procedures and capacity to meet the needs of non- and/or limited English speaking inmates/patients as well as Contractor’s experience with medical treatment in a multi-cultural, multi-lingual setting.

   b. Other items as deemed necessary.
Preparation of bids: (a) All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing bid. (b) Quote price as specified in RFP. No alterations or changes or any kind shall be permitted to Exhibit B, Bid Form. Responses that do not comply shall be subject to rejection in total.

Failure to bid: If you are not submitting a bid but want to remain on the mailing list and receive future bids, complete, sign and return this Bid Acknowledgement and state the reason you are not bidding.

Taxes and freight charges: (a) Unless otherwise required and specified in the RFP, the prices quoted herein do not include Sales, Use or other taxes. (b) No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by County, will be paid by the County unless expressly included and itemized in the bid. (c) Amount paid for transportation of property to the County of Alameda is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as Alameda County; as such papers may be accepted by the carrier as proof of the exempt character of the shipment. (d) Articles sold to the County of Alameda are exempt from certain Federal excise taxes. The County will furnish an exemption certificate.

Award: (a) Unless otherwise specified by the bidder or the RFP gives notice of an all-or-none award, the County may accept any item or group of items of any bid. (b) Bids are subject to acceptance at any time within thirty (30) days of opening, unless otherwise specified in the RFP. (c) A valid, written purchase order mailed, or otherwise furnished, to the successful bidder within the time for acceptance specified results in a binding contract without further action by either party. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California.

Patent indemnity: Vendors who do business with the County shall hold the County of Alameda, its officers, agents and employees, harmless from liability of an nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.

Samples: Samples of items, when required, shall be furnished free of expense to the County and if not destroyed by test may upon request (made when the sample is furnished), be returned at the bidder's expense.

Rights and remedies of County for default: (a) In the event any item furnished by vendor in the performance of the contract or purchase order should fail to conform to the specifications therefore or to the sample submitted by vendor with its bid, the County may reject the same, and it shall thereupon become the duty of vendor to reclaim and remove the same forthwith, without expense to the County, and immediately to replace all such rejected items with others conforming to such specifications or samples; provided that should vendor fail, neglect or refuse so to do the County shall thereupon have the right purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may thereafter come due to vendor the difference between the prices named in the contract or purchase order and the actual cost thereof to the County. In the event that vendor fails to make prompt delivery as specified for any item, the same conditions as to the rights of the County to purchase in the open market and to reimbursement set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God or the government. (b) Cost of inspection or deliveries or offers for delivery, which do not meet specifications, will be borne by the vendor. (c) The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

Discounts: (a) Terms of less than ten (10) days for cash discount will considered as net. (b) In connection with any discount offered, time will be computed from date of complete, satisfactory delivery of the supplies, equipment or services specified in the RFP, or from date correct invoices are received by the County at the billing address specified, if the latter date is later than the date of delivery. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the County warrant check.

California Government Code Section 4552: In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

No guarantee or warranty: The County of Alameda makes no guarantee or warranty as to the condition, completeness or safety of any material or equipment that may be traded in on this order.

THE undersigned acknowledges receipt of above referenced RFP and/or Addenda and offers and agrees to furnish the articles and/or services specified on behalf of the vendor indicated below, in accordance with the specifications, terms and conditions of this RFP and Bid Acknowledgement.

Firm:
Address:
State/Zip

What advertising source(s) made you aware of this RFP?

By: ___________________________ Date ___________ Phone ___________________________

Printed Name Signed Above: ___________________________

Title: ___________________________

I:\PurchContract\Word\E.Perez\Comprehensive Health Care-Jail

1-15-04
EXHIBIT B

COUNTY OF ALAMEDA

RFP No10123/EP/03
for
Comprehensive Health Care Services
For
Alameda County Sheriff’s Office
Detention and Corrections Facilities

BID FORM

Cost shall be submitted on Exhibit B as is. No alterations or changes of any kind are permitted. Bid responses that do not comply will be subject to rejection in total. The cost quoted below shall include all taxes and all other charges and is the cost the County will pay, not to exceed the grand total lump sum cost.

1. **Pricing**

   a. Total price to meet the Specific Requirements inclusive of primary care (on-site), hospital care (in/out patient) and all other expected and/or anticipated costs associated with meeting the requirements of the proposal.

      Price: $ ____________

      Percent of increase for year two: % ______________

      Percent of increase for year three: % ____________

   b. Price proposals shall identify an annual average inmate population as noted in Scope of Services and shall include a cost adjustment mechanism for census increases or decreases. The above price proposal is based upon an average annual inmate count of: ________

      Cost Adjustment Formula: ________________

   c. Other additional services and cost Contractor recommends:

      | Service | Cost |
      |---------|------|
      | 1.      |      |
      | 2.      |      |
      | 3.      |      |
      | 4.      |      |
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      | 10.     |      |
Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

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<th>TYPE OF INSURANCE COVERAGE</th>
<th>MINIMUM LIMITS</th>
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<td><strong>A</strong> Commercial General Liability</td>
<td>$1,000,000 per occurrence (CSL)</td>
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<td><strong>A</strong></td>
<td>Bodily Injury and Property Damage</td>
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<td>Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery</td>
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<td><strong>B</strong> Commercial or Business Automobile Liability</td>
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<td>Bodily Injury and Property Damage</td>
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<td>All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities</td>
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<td><strong>C</strong> Workers’ Compensation (WC) and Employers Liability (EL)</td>
<td>WC: Statutory Limits</td>
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<td><strong>C</strong></td>
<td>EL: $100,000 per accident for bodily injury or disease</td>
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<td>Required for all contractors with employees</td>
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<td><strong>D</strong> Professional, Medical and Hospital Liability</td>
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<td><strong>E</strong> Endorsements and Conditions:</td>
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1. **ADDITIONAL INSURED:** All insurance required above shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives, with the exception of Professional Liability, Workers’ Compensation and Employers Liability.

2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.

3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor’s contractual obligation to indemnify and defend the Indemnified Parties.

4. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A:VII or equivalent shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor’s insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.

5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:
   - Separate insurance policies issued for each individual entity, with each entity included as a “Named Insured (covered party), or at minimum named as an “Additional Insured” on the other’s policies.
   - Joint insurance program with the association, partnership or other joint business venture included as a “Named Insured.

7. **CANCELLATION OF INSURANCE:** All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.

8. **CERTIFICATE OF INSURANCE:** Before commencement of any operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to:
   - Department/Agency issuing the contract
   - With a copy to Risk Management Unit (1106 Madison Street, Room 233, Oakland, CA 94607)
EXHIBIT D-1
COUNTY OF ALAMEDA

RFP No 10123/EP/03
for
Comprehensive Health Care Services
for
Alameda County Sheriff’s Office
Detention and Corrections Facilities

CURRENT REFERENCES

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<td>Type of Business:</td>
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<td>Dates of Service:</td>
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</table>
Complete Exhibit E, page 2 and 3 of 4 as follows:

Section A:
Check Applicable Box(es):
- Small Business = Federal Small Business Administration gross receipts limit by Standard Industry Classification Codes.
- Local Business = Business license issued by a city within Alameda County and the owner maintains a fixed office located in and having a street address within the county.
- Emerging Business = One half of the Federal Small Business Administration gross receipts limit by Standard Industry Classification Codes.

Section B:
Complete all areas. If one or more areas are not applicable, please indicate by “N/A.”

Section C:
Please provide all information listed. If you own less than 51% interest in your business, please indicate other owner(s)’ name(s), title(s) and percentage of ownership. List all current business and professional licenses. The gross receipts listed should reflect the average of gross receipts received for the last three tax years filed. If you have been in business for less than three years, please provide your actual gross receipts received for the period that you have been in business. If you have not completed been in business for a complete tax year, please provide actual gross receipts received to date.

Section D:
This information will assist us in entering your business in our SLEB database. You will be coded for all of your business activities and services. If you do not know your SIC codes, you may obtain them from the internet at www.sba.gov/regulations/siccodes/siccodes.html#divi.

Section E:
This section is mandatory. This information will be used to monitor contracting opportunities provided by Alameda County. Alameda County continues to provide equal opportunity to all individuals. The information collected will not be used to determine if an individual or business will receive a particular contract opportunity.

Section F:
You may seek recertification if your initial certification is less than 3 years. Please complete sections A, B, & E. Section C should be completed only if there are changes to information on your initial Application. You must sign and date your Renewal Application in order for your application to be considered.

The following items must be attached to the following Certification and Renewal Application form and included in the RFP response:
- Copies of Signed Federal Tax Returns Showing Gross Business Receipts
- Copies of Business Licenses
- Copy of Current Identification i.e. Driver’s License, Identification Card
- Copies of Deed, Rental or Lease Agreement Showing Business Address
- Copies of Last Three Completed Contracts and Proposals Including Name of Contact Person
- Personal Net Worth Statement if the business has not ever filed taxes
- Supporting Affidavit

In order for applications to be considered, it must be filled out completely. The Affidavit must be complete, notarized and attached to the Application. An Affidavit is not required for recertification. If any item is not applicable please put “N/A” in the designated area. If additional space is needed, please attach additional sheet(s) and label the sections “A”, “B”, “C”, “D” or “E” as indicated on the Certification Application. For additional information and/or assistance completing Exhibit E, contact Linda Moore, (510) 208-9717.
CERTIFICATION AND RENEWAL APPLICATION

Section A: Certification Type

☐ Small Business ☐ Local Business ☐ Emerging Business ☐ Renewal (Complete Below)

Section B: Personal Information

Name: * Business Name: DBA (Circle one): Yes or No
Social Security Number: _______ - _____ - _______ *Employer Identification Number: ____- ___________
*Mailing Address: *Business Address:
*Business Telephone: Business Fax Number: *E-mail address:

Section C: Business Information

*Basis Business Type: ☐ Sole Proprietorship ☐ Partnership ☐ Corporation
Type of Service(s): *No. (#) of Employees:

Percentage of Ownership (If less than 51%, please list other owner’s names and titles. Attach additional sheets if needed):

How Long in Business: How Long in Business at the Above Address:

Please List All Current Business and Professional Licenses:

<table>
<thead>
<tr>
<th>License Type</th>
<th>Date Issued/Expires</th>
<th>Jurisdiction/Issuing Authority</th>
</tr>
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</table>

*Gross Business Receipts for Last Three Years (If first year in business, please list gross receipts received to date):

$_________________ 20____ $_________________ 20____ $_________________ 19____

Section D: SIC and NAICS Codes Information

SIC Code(s) NAICS Code(s)

____________________________________________________

____________________________________________________

____________________________________________________

____________________________________________________
SLEB CERTIFICATION/APPLICATION PACKAGE, Page 3 of 4

CERTIFICATION AND RENEWAL APPLICATION cont’d.

<table>
<thead>
<tr>
<th>Section E: Statistical Information: Mandatory Section (This information is collected for demographic information only)</th>
</tr>
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<tbody>
<tr>
<td>*Gender: □ Male □ Female</td>
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<tr>
<td>*Ethnicity: □ American Indian or Alaskan Native (&gt;50%)</td>
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<tr>
<td>□ Black or African American (&gt;50%)</td>
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<td>□ Hispanic or Latino (&gt;50%)</td>
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<td>□ White (&gt;50%)</td>
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<td>□ Asian (&gt;50%)</td>
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<tr>
<td>□ Filipino (&gt;50%)</td>
</tr>
<tr>
<td>□ Native Hawaiian or other Pacific Islander &gt;50%</td>
</tr>
<tr>
<td>□ Other (Please Specify)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section F: Renewal Information (Complete each item below if Certification is 3 years old or more)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certification Number: ________________</td>
</tr>
<tr>
<td>Date of Initial Certification: ____________</td>
</tr>
<tr>
<td>First Renewal Granted: _______ Expiration__________</td>
</tr>
<tr>
<td>Second Renewal Granted: _______ Expiration__________</td>
</tr>
<tr>
<td>Gross Receipts for the First year: $__________________________</td>
</tr>
<tr>
<td>Gross Receipts for the Second year: $__________________________</td>
</tr>
<tr>
<td>Gross Receipts for the Third year: $__________________________</td>
</tr>
<tr>
<td>Please Attach Verification of Business Income (Copies of Federal Tax Return)</td>
</tr>
</tbody>
</table>

RENEWAL AFFIDAVIT

I declare, under penalty or perjury all of the foregoing statements are true and correct.

___________________________________________________________________

Affidavit for Renewal Date: ______________
Second Renewal Date: ______________
AFFIDAVIT

"The undersigned swears, under penalty of perjury, that the foregoing statements are true and correct and include all material information necessary to identify and explain the operations of ___________________________________________

(Name of Firm)

as well as the ownership thereof.

The undersigned also states that he/she is properly authorized by

________________________________________

(Name of Firm)

to execute the affidavit. Further, the undersigned agrees to provide the County Of Alameda, current, complete and accurate information regarding: actual work performed on the project, any payment(s) made or received, any proposed changes to the activities of the above-referenced firm that affect the firm’s eligibility under this program, and to permit the audit and examination of books, records, and files of the named firm. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating appropriate legal action. The undersigned agrees that information provided may be shared with other governmental agencies."

Printed Name

Signature

Title

Date

NOTARY

The foregoing affidavit was subscribed and sworn to before me on this ______ day of ____________________, 20__

By

SEAL

Notary Public

Commission Expires
EXHIBIT F
SMALL LOCAL EMERGING BUSINESS (SLEB) PARTNERING INFORMATION SHEET
COUNTY OF ALAMEDA

RFP No10123/EP/03
for
Comprehensive Health Care Services
For
Alameda County Sheriff’s Office
Detention and Corrections Facilities

In order to meet the small local emerging business (SLEB) requirements of this RFP, all bidders must complete this form as required below.

Bidders not meeting the definition of a SLEB (per this RFP County Provisions) are required to either partner, joint venture or subcontract with a SLEB for at least twenty percent (20%) of the total estimated bid amount in order to be considered for contract award. This form must be submitted for each business that bidders will work with, evidencing a firm contractual commitment to meeting the SLEB participation goal. (Copy this form as needed.)

Bidders are encouraged to form a partnership with a SLEB that can participate directly with this contract. One of the benefits of the partnership will be economic, but this partnership will also assist the SLEB to grow and build the capacity to eventually bid as a prime on their own.

Once a contract has been awarded, bidders will not be able to substitute the partner without prior written approval from the General Services Agency, Business Outreach Officer.

The General Services Agency, Business Outreach Officer will monitor the contract for compliance with the SLEB requirements.

BIDDER:___________________________________________________________________________________

☐ Is a SLEB.

☐ Is not a SLEB and will partner, joint venture or subcontract ________ % with the SLEB named below for the following service(s):

__________________________________________________________

SLEB
Business Name: __________________________________________

Street Address: __________________________________________

City, State, Zip: __________________________________________

Phone: __________________ Fax:________________ E-mail:_________

Tax ID Number: __________________________________________

Principal Name: __________________________________________

SLEB Principal Signature: ____________________________ (Date)

Bidder Signature: _________________________________________ (Date)
EXHIBIT G

ALAMEDA COUNTY

RFP No 10123/EP/03

for

Comprehensive Health Care Services
For

Alameda County Sheriff’s Office
Detention and Corrections Facilities

REQUEST FOR PREFERENCE
for

LOCAL BUSINESS
and

SMALL AND LOCAL OR EMERGING AND LOCAL BUSINESS

IF YOU WOULD LIKE TO REQUEST THE LOCAL BUSINESS, SMALL AND LOCAL BUSINESS, OR EMERGING AND LOCAL BUSINESS PREFERENCE
COMPLETE THIS FORM AND RETURN IT WITH YOUR BID

A five-percent (5%) preference will be granted to Alameda County products or vendors on all sealed bids on contracts except with respect to those contracts which State law requires be granted to the lowest responsible bidder. An Alameda County vendor is a firm or dealer with fixed offices and having a street address within the County for at least six (6) months prior to the date upon which a request for sealed bids or proposals is issued; and which holds a valid business license issued by the County or a city with the County. Alameda County products are those which are grown, mined, fabricated, manufactured, processed or produced within the County.

In addition, a five percent (5%) preference, for a total bid preference of ten percent (10%), shall be granted (except as noted above) if the bidder is certified by the County as either a small and local or an emerging and local business. Check the appropriate (2 maximum) boxes and provide the requested information below.

☐ Request for 5% local preference
☐ Request for 5% small and local preference  OR  ☐ Request for 5% emerging and local preference

Company Name:

Street Address:

Telephone Number:

Business License Number:

The Undersigned declares that the foregoing information is true and correct:

Print/Type Name:

Title:

Signature:

Date:
EXHIBIT H
COUNTY OF ALAMEDA
RFP No. 10123/EP/03
for
Comprehensive Health Care Services
For
Alameda County Sheriff’s Office
Detention and Corrections Facilities

ALAMEDA COUNTY VENDOR FIRST SOURCE AGREEMENT

VENDOR INFORMATION

ALCOLINK Vendor Number (if known): 00000
SLEB Vendor Number:

Full Legal Name:

DBA

Type of Entity:  ☐ Individual  ☐ Sole Proprietor  ☐ Partnership
☐ Corporation  ☐ Tax-Exempted  ☐ Government or Trust

Check the boxes that apply:
☐ Goods Only  ☐ Goods & Services  ☐ Rents/Leases  ☐ Legal Services
☐ Rents/Leases paid to you as the agent  ☐ Medical Services  ☐ Non-Medical Services –

Describe
☐ Other

Federal Tax ID Number (required): ____
P.O. Box/Street Address:

Vendor Contact’s Name:

Vendor Contact’s Telephone: _____  Fax: _____
Vendor Contact’s E-mail address: _____

Please check all that apply:
LOC  ☐ Local Vendor (Holds business license within Alameda County)
SML  ☐ Small Business (as defined by Small Business Administration)
I  ☐ American Indian or Alaskan Native (>50%)
A  ☐ Asian (>50%)
B  ☐ Black or African American (>50%)
F  ☐ Filipino (>50%)
H  ☐ Hispanic or Latino (>50%)
N  ☐ Native Hawaiian or other Pacific Islander (>50%)
W  ☐ White (>50%)

Number of Entry Level Positions available through the life of the contract: ________
Number of other positions available through the life of the contact: ________________

This information to be completed by County:
Contract # ______________________
Contract Amount: ____________________
Contract Term: ____________________
Vendor agrees to provide Alameda County (through East Bay Works and Social Services Agency), ten (10) working days to refer to Vendor, potential candidates to be considered by Vendor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County, that Vendor has available during the life of the contract before advertising to the general public. Vendor will also provide the County with specific job requirements for new or vacant positions. Vendor agrees to use its best efforts to fill its employment vacancies with candidates referred by County, but final decision of whether or not to offer employment, and the terms and conditions thereof, to the candidate(s) rest solely within the discretion of the Vendor.

Alameda County (through East Bay Works and Social Services Agency) agrees to only refer pre-screened qualified applicants, based on vendor specifications, to vendor for interviews for prospective employment by Vendor (see Incentives for Vendor Participation under Vendor/First Source Program located on the Small Local Emerging Business (SLEB) Website, http://www.co.alameda.ca.us/gsa/sleb/vendor.shtml

____________________________________  ____________________
(Vendor Signature)  (Date)

____________________________________  ____________________
(Company Name)

____________________________________  ____________________
(Alameda County Representatives Signature)  (Date)
EXHIBIT I

COUNTY OF ALAMEDA
RFP No. 10123/EP/03
for
Comprehensive Health Care Services
For
Alameda County Sheriff’s Office
Detention and Corrections Facilities

Exceptions, Clarifications, Amendments

List below requests for clarifications, exceptions and amendments, if any, to the RFP and its exhibits, including Exhibit J, and submit with your bid response. The County is under no obligation to accept any exceptions and such exceptions may be a basis for bid disqualification.

<table>
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<th>Item No.</th>
<th>Reference To:</th>
<th>Description</th>
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<td>Page No.</td>
<td>Paragraph No.</td>
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Contractor:
EXHIBIT J

STANDARD AGREEMENT/PURCHASE ORDER #

COUNTY OF ALAMEDA

___________________________________SERVICES AGREEMENT

This Agreement, dated as of ___________________, 2003, is by and between
the County of Alameda, hereinafter referred to as the “County”,
and___________________, hereinafter referred to as the “Contractor”.

WITNESSETH

Whereas, County desires to obtain ________________________________services
which are more fully described in Exhibit A hereto (“_____________Services”); and

Whereas, Contractor is professionally qualified to provide such services and is willing
to provide same to County; and

Now, therefore it is agreed that County does hereby retain and employ Contractor to
provide ___________Services, and Contractor accepts such employment, on the terms and
conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto,
and the following described exhibits, all of which are incorporated into this Agreement by
this reference:

Exhibit A Definition of Services
Exhibit B Payment Terms
Exhibit C Insurance Requirements

The term of this Agreement shall be from ________________ through

_____________________

The compensation payable to Contractor hereunder shall not exceed
(dollar amount written out) ($_____________) for the term of this
Agreement.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

By:______________________________  By:______________________________
Signature

Name:__________________________  Name:__________________________
(Printed)

Title:___________________________  Title:___________________________

Date:___________________________  Date:___________________________

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.
EXHIBIT J

ADDITIONAL PROVISIONS

1. INDEPENDENT CONTRACTOR: No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers’ Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor’s failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers’ compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week’s notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums over to the federal and state governments.

2. INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys’ fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss,
EXHIBIT J

damage, liability or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, and (2) is caused in whole or in part by any negligent act, omission or willful misconduct of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder.

3. INSURANCE AND BOND: Contractor shall at all times during the term of the Agreement with the County maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.

4. WORKERS’ COMPENSATION: Contractor shall provide Workers' Compensation insurance at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

5. CONFORMITY WITH LAW AND SAFETY:
   A. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor’s failure to comply with such laws, ordinances, codes and regulations.
   
   B. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with Contractor’s performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.

6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
EXHIBIT J

7. TRAVEL EXPENSES: Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.

8. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.

9. OWNERSHIP OF DOCUMENTS: Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor’s sub-Contractors or third parties at the request of the Contractor (collectively, “Documents and Materials”). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor’s Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County’s rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor’s services as set forth in Exhibit “A” of this Agreement have been fully performed or paid for.

In Contractor’s contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor’s Documents and Materials. Contractor agrees to defend, indemnify and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit “A”, and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection.

The County’s rights under this Paragraph 9 shall not extend to any computer software used to create such Documents and Materials.
10. CONFLICT OF INTEREST; CONFIDENTIALITY: The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County, will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 11 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement.

These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

11. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.

Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender’s account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received
EXHIBIT J

on the next business day if it is received after 5:00 p.m. (recipient’s time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County:  COUNTY OF ALAMEDA

Attn.:  

To Contractor:  

Attn:  

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

12. USE OF COUNTY PROPERTY: Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

13. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran’s status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

A. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an “Equal Opportunity Employer” or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran’s status, political affiliation, or any other non-merit factor.

B. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran’s status, political affiliation, or any other non-merit factor.
EXHIBIT J

C. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.

D. Contractor shall recruit vigorously and encourage minority and women-owned businesses to bid its subcontracts.

E. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.

F. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

14. DRUG-FREE WORKPLACE: Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code section 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

15. AUDITS; ACCESS TO RECORDS: The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced
EXHIBIT J

in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

16. DOCUMENTS AND MATERIALS: Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 9 of this Agreement. Contractor’s obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County’s last payment to Contractor under this Agreement.

17. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

18. TERMINATION: The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor’s work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its __________ Services shall not exceed $________________.

19. SMALL, LOCAL AND EMERGING BUSINESS PARTICIPATION: Contractor shall subcontract with company name (street address, city, state; Principal, name), for services to be provided under this Agreement in an amount of at least twenty percent (20%) of the contract value of this Agreement in accordance with County’s Small and Emerging Locally owned Business provision in Request For Proposal No. ____________, pages ____________, Section _____ paragraph B (“SLEB Requirements”).

20. FIRST SOURCE PROGRAM: Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public, as provided in this Agreement and in accordance with the County’s Request for Proposal No. __________, Specifications, Terms and Conditions and Exhibits (Ref. Section _____, paragraph C.).
EXHIBIT J

21. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction’s laws.

22. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

23. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.

24. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

25. ADVERTISING OR PUBLICITY: Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.

26. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

27. ASSURANCE OF PERFORMANCE: If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor’s performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County’s request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
EXHIBIT J

28. **SUBCONTRACTING/ASSIGNMENT**: Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County’s prior written approval.

   A. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.

   B. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County’s prior written approval.

   C. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.

29. **SURVIVAL**: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 9), and Conflict of Interest (Paragraph 10), shall survive termination or expiration.

30. **SEVERABILITY**: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

31. **PATENT AND COPYRIGHT INDEMNITY**: Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software (“Contractor Products”) provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, “Losses”) arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party.

   A. County will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise or settle the claim, and (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County’s prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.

   B. If Contractor is obligated to defend County pursuant to this Section 34 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages
EXHIBIT J

and expenses incurred in relationship with County’s defense and/or settlement of such proceeding.

C. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that they become non-infringing, but equivalent in functionality and performance.

D. Notwithstanding this Section 31, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.

32. OTHER AGENCIES:

Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

[END OF ADDITIONAL PROVISIONS]
EXHIBIT K
COUNTY OF ALAMEDA
RFP No. 10123/EP/03

for
Comprehensive Health Care Services
For
Alameda County Sheriff’s Office
Detention and Corrections Facilities

PROPOSAL EVALUATION FORM

Vendor Name: ___________________________________________________________

Evaluated By: __________________________________________________________

<table>
<thead>
<tr>
<th>A.</th>
<th>Completeness of Response</th>
<th>Pass/Fail</th>
</tr>
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<td>B.</td>
<td>Financial Stability</td>
<td>Pass/Fail</td>
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<th>Weight</th>
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<td>C.</td>
<td>Cost</td>
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<td>D.</td>
<td>Implementation Plan and Schedule</td>
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<td>E.</td>
<td>Relevant Experience</td>
<td>30</td>
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<td>F</td>
<td>References</td>
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<td>G.</td>
<td>Overall Proposal</td>
<td>17</td>
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<tr>
<td>H</td>
<td>Understanding of the Project</td>
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<tr>
<td>I.</td>
<td>Oral Presentation and Interview</td>
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Sub-Total (Maximum 500)

| Local Preference | 5 % |
| Local Emerging Preference | OR |
| Local Small Preference | 5 % |

Evaluation Total (Maximum 550)

* 5 = Excellent  4 = Above Average  3 = Average  2 = Fair  1 = Poor  0 = Unacceptable
Below is the Vendor Bid List for this project consisting of vendors who have responded to RFI No. 10123/FG/03, and/or been issued a copy of this RFP. This Vendor Bid List is being provided for informational purposes to assist bidders in making contact with other businesses as needed to develop local small and emerging business partnering relationships to meet the requirements of the Small Local Emerging Business (SLEB) Program (described within this RFP). For additional information regarding the SLEB Program, please visit our website at http://www.acgov.org/gsa/sleb/ and/or contact Linda Moore, Business Outreach Officer, at Linda.Moore@acgov.org, or (510) 208-9717.

Potential bidders are strongly encouraged, but not required, to attend the Networking/Bidders Conferences in order to further facilitate partnering relationships. Vendors who attend the Networking/Bidders Conferences will be added to the Vendor Bid List. Please see the RFP sections entitled ‘Calendar of Events’ and ‘Networking/Bidders Conferences’ for additional information. The Networking/Bidders Conferences scheduled for all current projects are posted on the GSA Calendar of Events website at http://www.acgov.org/gsa/Calendar.jsp. An RFP Addendum will be issued to all vendors on the Vendor Bid List following the Networking/Bidders Conferences and will include contact information for each vendor attendee.

<table>
<thead>
<tr>
<th>#</th>
<th>Business Name</th>
<th>Street Address</th>
<th>City</th>
<th>ST</th>
<th>Zip</th>
<th>Phone</th>
<th>Contact</th>
<th>Email Address</th>
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<tbody>
<tr>
<td>1</td>
<td>Addis Healthcare, Inc.</td>
<td>2401 S. Plum Grove Rd.</td>
<td>Palatine</td>
<td>IL</td>
<td>60067</td>
<td>(847) 303-5300</td>
<td>Michael Burke</td>
<td><a href="mailto:mburke@addis.com">mburke@addis.com</a></td>
</tr>
<tr>
<td>2</td>
<td>Agostini and Associates</td>
<td>1150 Monaga Way, Suite #200</td>
<td>Monaga</td>
<td>CA</td>
<td>94556</td>
<td>(800) 823-0570</td>
<td>Linda Agostini</td>
<td><a href="mailto:goostini@nursesonthego.com">goostini@nursesonthego.com</a></td>
</tr>
<tr>
<td>3</td>
<td>Amedistaf LLC</td>
<td>PO Box 595</td>
<td>Tontitown</td>
<td>AR</td>
<td>72770</td>
<td>(886) 987-8233</td>
<td>Jay Graves</td>
<td>j <a href="mailto:graves@therightsolutions.com">graves@therightsolutions.com</a></td>
</tr>
<tr>
<td>4</td>
<td>AMN Healthcare, Inc.</td>
<td>12400 High Bluff Drive</td>
<td>San Diego</td>
<td>CA</td>
<td>92130</td>
<td>(877) 282-0379</td>
<td>Gayle Marsh</td>
<td><a href="mailto:gayle.marsh@amnhealth.com">gayle.marsh@amnhealth.com</a></td>
</tr>
<tr>
<td>5</td>
<td>California Forensics Medical Group</td>
<td>300 Foam Street, Suite B</td>
<td>Monterey</td>
<td>CA</td>
<td>93940</td>
<td>(831) 649-8994</td>
<td>Dan Hustedt</td>
<td><a href="mailto:dan@cfmg.com">dan@cfmg.com</a></td>
</tr>
<tr>
<td>6</td>
<td>California Nurses Bureau</td>
<td>PO Box 2147</td>
<td>Vacaville</td>
<td>CA</td>
<td>95696</td>
<td>(707) 451-6300</td>
<td>Teresa Watson</td>
<td>california <a href="mailto:nurses@aol.com">nurses@aol.com</a></td>
</tr>
<tr>
<td>7</td>
<td>CorrectCare Solutions, LLC</td>
<td>3343 Perimeter Hill Drive, Ste 200</td>
<td>Nashville</td>
<td>TN</td>
<td>37211</td>
<td>(615) 590-1237</td>
<td>Patrick Cummiskey</td>
<td><a href="mailto:pcummiskey@hcsbenefits.com">pcummiskey@hcsbenefits.com</a></td>
</tr>
<tr>
<td>8</td>
<td>Correctional Medical Care</td>
<td>3900 Skippack Pike</td>
<td>Skippack</td>
<td>PA</td>
<td>19474</td>
<td>(610) 222-4700</td>
<td>Maria Carpio</td>
<td><a href="mailto:carpio.cmc@comcast.net">carpio.cmc@comcast.net</a></td>
</tr>
<tr>
<td>9</td>
<td>Correctional Medical Services, Inc.</td>
<td>12647 Olive Blvd.</td>
<td>St. Louis</td>
<td>MO</td>
<td>63141</td>
<td>(314) 919-9110</td>
<td>Gary McWilliams</td>
<td><a href="mailto:gmgcwilliams@comcast.net">gmgcwilliams@comcast.net</a></td>
</tr>
<tr>
<td>10</td>
<td>Cross Country Travecorps, Inc.</td>
<td>6551 Park of Commerce Blvd.</td>
<td>Boca Raton</td>
<td>FL</td>
<td>33487</td>
<td>(800) 836-6082</td>
<td>Deanna Fox</td>
<td><a href="mailto:dfox@crosscountrytravecorps.com">dfox@crosscountrytravecorps.com</a></td>
</tr>
<tr>
<td>11</td>
<td>Emerald Correctional Healthcare</td>
<td>101 Park West Drive</td>
<td>Scott</td>
<td>LA</td>
<td>70583</td>
<td>(337) 264-9777</td>
<td>E. Stephen Aleman</td>
<td><a href="mailto:roberbh@rocketmail.com">roberbh@rocketmail.com</a></td>
</tr>
<tr>
<td>12</td>
<td>Liberty Healthcare Cooperation</td>
<td>401 E. City Avenue Ste #820</td>
<td>Bala</td>
<td>PA</td>
<td>19004-1155</td>
<td>(610) 688-8800</td>
<td>Patricia Donnelly</td>
<td><a href="mailto:patz@libertyhealth.com">patz@libertyhealth.com</a></td>
</tr>
<tr>
<td>13</td>
<td>Matrix Personnel Services, Inc.</td>
<td>8866 Gulf Freeway #415</td>
<td>Houston</td>
<td>TX</td>
<td>77017</td>
<td>(417) 725-9127</td>
<td>Jason Martin</td>
<td><a href="mailto:jmartin@matrixpersonnel.com">jmartin@matrixpersonnel.com</a></td>
</tr>
<tr>
<td>14</td>
<td>Maxim Healthcare Services</td>
<td>400 30th St. Ste 300</td>
<td>Oakland</td>
<td>CA</td>
<td>94609</td>
<td>(510) 873-0700</td>
<td>Erik Dokken</td>
<td><a href="mailto:erik.dokken@maxhealth.com">erik.dokken@maxhealth.com</a></td>
</tr>
<tr>
<td>15</td>
<td>Medi-Lend Nursing Services, Inc.</td>
<td>6305 Elysian Fields Ave, Ste 400</td>
<td>New Orleans</td>
<td>LA</td>
<td>70122</td>
<td>(504) 283-3767</td>
<td>Michelle Sterling</td>
<td><a href="mailto:mjsinth@bellsouth.net">mjsinth@bellsouth.net</a></td>
</tr>
<tr>
<td>16</td>
<td>Prison Health Services, Inc.</td>
<td>105 Westpark Drive, Suite 200</td>
<td>Brentwood</td>
<td>TN</td>
<td>37027</td>
<td>(615) 376-0648</td>
<td>Mary Jo Cheuvront</td>
<td><a href="mailto:cheuvront@aspr.com">cheuvront@aspr.com</a></td>
</tr>
<tr>
<td>17</td>
<td>PRN Health Services, PC</td>
<td>PO Box 10546</td>
<td>Enid</td>
<td>OK</td>
<td>73706</td>
<td>(855) 234-4899</td>
<td>Shaulynn Pearson</td>
<td><a href="mailto:shaulynn@ontravelnurse.com">shaulynn@ontravelnurse.com</a></td>
</tr>
<tr>
<td>18</td>
<td>StanMed Health Personnel, Inc.</td>
<td>7733 Forsyth Blvd, Ste 1700</td>
<td>St. Louis</td>
<td>MO</td>
<td>63105</td>
<td>(314) 659-2292</td>
<td>Samantha Siedhoff</td>
<td><a href="mailto:ssiedhoff@vitalcare.com">ssiedhoff@vitalcare.com</a></td>
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<tr>
<td>19</td>
<td>Surgical Exchange</td>
<td>580 Grant Ave.</td>
<td>Oakland</td>
<td>CA</td>
<td>94610</td>
<td>(510) 452-4626</td>
<td>Rosemarie Higgs</td>
<td><a href="mailto:surgicalsurgery@earthlink.net">surgicalsurgery@earthlink.net</a></td>
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<tr>
<td>20</td>
<td>Wexford Health Sources, Inc.</td>
<td>381 Mansfield Ave, Ste 205</td>
<td>Pittsburg</td>
<td>PA</td>
<td>15220</td>
<td>(412) 937-8590</td>
<td>Christopher Hogan</td>
<td><a href="mailto:sales@wexfordhealth.com">sales@wexfordhealth.com</a></td>
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