

ROGERS JOSEPH O'DONNELL

415.956.2828 (t)  
415.956.6457 (f)

Robert Dollar Building  
311 California Street, 10th Flr.  
San Francisco CA 94104

202.777.8950 (t)  
202.347.8429 (f)

The Bowen Building  
875 15th Street NW, Suite 725  
Washington DC 20005

www.rjo.com

May 27, 2016

**Via Hand Delivery**

Alameda County's Auditor-Controller's Office of Contract Compliance  
1221 Oak Street, Room 249  
Oakland, CA 94612

Re: Appeal of Denial of Protest of Intent to Award Request For  
Proposal No. 901426 for Comprehensive Medical Care to  
California Forensic Medical Group Inc.

To Whom It May Concern:

We represent Corizon Health Inc. ("Corizon"). This letter is Corizon's appeal of the Alameda County GSA—Office of Acquisition Policy's ("the Office of Acquisition Policy's") denial of its protest of the recommendation by the County's GSA Procurement Office under the referenced Request For Proposal ("the RFP") to award the contract for Comprehensive Medical Care at the Santa Rita Jail and Glenn E. Dyer Detention Facility to California Forensic Medical Group Inc. ("CFMG Inc."). Corizon files this appeal because the Office of Acquisition Policy's protest decision failed to acknowledge major deficiencies in this procurement process and award determination. Those unacknowledged problems mean that the underlying competition was flawed and that following the preliminary recommendation would not result in award to the responsible, responsive offeror that should have been most highly rated. The Office of Acquisition Policy should have recognized that CFMG Inc. did not meet minimum requirements for award, is not authorized to provide the medical services to be supplied under this contract, and should not have been more highly rated than Corizon if the evaluation process set out in the RFP had been followed.

This appeal is timely because Corizon hereby submits its appeal within 5 business days of the issuance of the Office of Acquisition Policy's decision on its protest, as required by the County's Bid Protests / Appeals Process (available at <http://www.acgov.org/gsa/departments/purchasing/policy/bidappeal.htm>, at 3).

Office of Contract Compliance  
May 27, 2016  
Page 2

## BACKGROUND

On March 31, 2016, Corizon timely submitted a fully compliant proposal. Corizon was short-listed and participated in oral presentations. On Friday, April 29, 2016, the County notified Corizon that it intended to recommend CFMG Inc. for award. It did not provide any information regarding the evaluation of proposals.

Corizon submitted a written request for debriefing on Tuesday, May 3, 2016. Despite its obligation to provide a debriefing, the County would not do so before the deadline for protest. *See* Exhibit 1 (RFP) at § III.H.2 (“At the conclusion of the RFP response evaluation process, debriefings for unsuccessful bidders will be scheduled and provided upon written request”). Exhibit 2 (email dated May 4, 2016).<sup>1</sup> The County responded that a debriefing could not be held until May 25, 2016, long after a protest was due.

Additionally, the County refused to provide the winning proposal, as required by the County of Alameda Contracting Policies and Procedures Manual, revised July 3, 2014 (attached to Corizon’s protest as Exhibit 12). The County’s refusal was based on a purportedly revised Manual effective as of December 31, 2015. The 2015 Revised Manual is not referenced or linked to on GSA’s website. Indeed, the only publically available manual is the 2014 Manual, available online. *See* <https://www.acgov.org/gsa/documents/Goods-ServicesPPManual2014.pdf>. Corizon requested a copy of the 2015 Revised Manual from the County, but it was not provided before the protest deadline.

On May 6, 2016, Corizon filed its protest, despite having been denied the debriefing and documents from which it could assess potential protest grounds. It articulated five primary grounds for protest: (1) CFMG Inc. did not meet the minimum requirements and was therefore ineligible for award; (2) CFMG Inc. is not qualified to perform under California’s prohibition on the corporate practice of medicine; (3) the County’s failed to properly evaluate the relative strength of the proposals; (4) the County created ambiguity in the RFP through its misleading and non-response to bidder questions; and (5) the County failed to properly evaluate cost. Corizon also reserved the right to bring additional protest grounds once the requisite debriefing and documents were provided.

On May 9, 2016, three days after the deadline for protest by Corizon, the County provided the 2015 Revised Manual, under which it had denied Corizon’s request for the winning proposal and evaluation documents (attached to this appeal as Exhibit 14). A

---

<sup>1</sup> Exhibits 1-13 refer to the exhibits attached to the protest, a copy of which is included with this appeal.

Office of Contract Compliance  
May 27, 2016  
Page 3

comparison of the publically available 2014 Manual and the undisclosed 2015 Revised Manual indicates that the County significantly changed the rules regarding the information available to an unsuccessful bidder without making that information available to offerors for this procurement. The 2014 Manual states that “[a]fter the Notice of Intent to Award has been issued and the County has entered into negotiations with the highest ranked bidder, only the winning proposal shall be available for public review” and “[i]f requested, a debriefing may include review of successful bidder’s proposal.” Exhibit 12 at p. 42; *see also* RFP at § H.2.a (“debriefing may include review of successful bidder’s proposal with redactions as appropriate). This language was removed in the 2015 Revised Manual, which makes no mention of providing the winning proposal and states that a debriefing “will be restricted to discussion of the unsuccessful offeror’s bid.” Exhibit 14 at p. 42. Corizon has still not been provided with the winning proposal or any evaluation documentation. The County also continues to refuse to provide a debriefing that includes review of CFMG Inc.’s proposal or a discussion of the relative strengths of the proposals. Corizon thus continues to be denied the opportunity to address any grounds for protest which would become evident upon examination of those documents or from a meaningful debriefing.

Corizon has also been denied the opportunity to examine documents regarding offers from or communications with the other offerors. In response to a Public Records Act request submitted by Rogers Joseph O’Donnell, the County stated that it would not release the CFMG Inc. proposal. Exhibit 15 (letter dated May 10, 2016). On May 19, 2016, the County provided a second response to the request in which it reiterated that it would not presently release any proposals or evaluation documents, but stated that it would provide the communications between the County and the offerors. Exhibit 16 (letter dated May 19, 2016). To date, no documents have been provided. Corizon’s opportunity to evaluate and present its grounds for protest has been further unfairly constrained by this practice.

### **THE COUNTY’S LACK OF TRANSPARENCY REGARDING THE AWARD UNDERMINES THE PROTEST PROCESS**

The Office of Acquisition Policy’s denial of Corizon’s protest was contained in a letter from Mr. Melbourne Go, Contract Compliance Officer dated May 20, 2016. Exhibit 17 (Protest Denial). Because that decision is incorrect in several respects, and because Corizon wishes to maintain its ability to challenge this award once information about the procurement is finally released to it, Corizon is filing this appeal as provided by County of Alameda Contracting Policies and Procedures Manual: Goods and Services. Exhibit 12 at p. 44.

Office of Contract Compliance  
May 27, 2016  
Page 4

In bringing this appeal, Corizon again objects to the inherently unfair and pointless bid protest process that the County requires. The County's current bid protest regulations mandate "a complete statement of the reasons and the facts for the protest" within 5 business days of the Notice of Intent to Award and demands that the protest "refer to the specific portions of all documents that form the basis for the protest." *Id.* at p. 43. At the same time, however, the County refuses to make available any of the documents from which the specifics of a protest could reasonably be determined or supported. The County has refused to release its evaluation documents or the proposals submitted by any other offerors until a recommendation for award has been made to the Board and a date has been set for the Board's consideration of the matter. At the same time the County's bid protest procedures provide that the "County will complete the Bid protest/appeal procedures . . . before a recommendation to award the Contract is considered by the Board of Supervisors or GSA." *Id.* at 44. The County has also continued to refuse to provide a debriefing that includes any comparison of Corizon's proposal to that of the successful offeror, making it essentially useless. .

In the County's Manual the County introduces the section on bid protests by congratulating itself "on the establishment of fair and competitive contracting procedures and the commitment to following those procedures." *Id.* at p. 42. The first sentence of Mr. Go's letter of denial also claims that the County "strives to conduct fair, transparent, and competitive bid processes that provide equal opportunities to all bidders." It is impossible to reconcile those claims with this bid protest process. Nothing is "transparent" about a protest process that announces, e.g., that the claim that "the County improperly evaluated the relative strengths and weaknesses of the proposals [is] unfounded" (Exhibit 17 at p. 4) without providing access to any specifics of that evaluation process. A protest process should support the confidence of the public and offerors in the fairness of the procurement process. Unsupported pronouncements of the results of secret examinations do nothing to further that goal.

Corizon, therefore, renews its objection to this entire protest process. It continues to reserve its right to raise, both at the Board of Supervisors and in any subsequent proceeding in Superior Court, all protest grounds that it learns of when an appropriate debriefing finally takes place or when the procurement documents are at last released. The County cannot properly require protestors to exhaust administrative remedies as to particular protest grounds by raising them in a protest process that provides no basis for discovering the existence or the specifics of those grounds.

Office of Contract Compliance  
May 27, 2016  
Page 5

## SPECIFIC GROUNDS FOR APPEAL

### I. THE PRICE EVALUATION WAS FLAWED AND WILL RESULT IN A MASSIVE OVERPAYMENT OF CMFG INC. TO THE DETRIMENT OF COUNTY TAXPAYERS

It is axiomatic that offerors must be afforded an opportunity to compete on equal footing against the same requirements. *See Eel River Disposal and Res. Recovery, Inc. v. Humboldt*, 221 Cal. App. 4th 209, 235 (2013). Here, the County utterly undermined the procurement through a defective Q&A process which undermines the fairness of the County's price evaluation and will result in a large, pointless additional expense for County taxpayers.

#### A. The County Created An Ambiguity In The RFP With Respect To Price

In its protest, Corizon explained that the County's handling of bidders' questions and answers created ambiguity in the RFP with respect to price. While the RFP required that bidders include "inpatient hospitalization costs," the County stated in the Q&A that offerors should "consider the amount that is estimated for inpatient services and reduce it by the percentage of people expected to be Medi-Cal eligible based on services it is providing in other jurisdictions." *Compare* Exhibit 1, RFP § I.D.2.a-b. (page 36) to Exhibit 3, RFP Addendum 1, Q.74 at p. 20. The County did not amend the solicitation to include the new requirement articulated in response to a bidder question, although it did amend other solicitation provisions. *See id.* at pp. 2-4 (changes to original solicitation).

Corizon protested that the County created a material ambiguity when it provided in the RFP that bidders must include *all* inpatient costs in their pricing, yet stated in the Q&A that bidders should reduce that price based on "the percentage of people expected to be Medi-Cal eligible." Because the RFP provision regarding which costs should included was not revised, offerors who followed the requirements of the RFP priced their bids one way, while those who followed the Q&A instruction bid another. Without a common basis for this important element of costs, the comparison of prices on which the County relied could not be a reliable basis for awarding evaluation points.

Mr. Go did not directly address Corizon's protest allegation regarding the County's creation of ambiguity in the RFP. He stated that the County's Procurement Policy and Procedures Manual provides that "the Addendum will be deemed to be the controlling document if there is any conflict between statement made at the Bidder's Conference and stated in the Addendum." Exhibit 17 at p. 3. But this citation has nothing to do with the identified problem. The conflicting language that created an ambiguity in the RFP was an

Office of Contract Compliance  
May 27, 2016  
Page 6

instruction in the RFP regarding the calculation of price, and a contrary instruction given in response to an offeror's question. Policy regarding which language controls when statements made at a bidder's conference and those in an addendum are in conflict sheds no light on the relevant matter. There is no dispute that the RFP Addendum did not include an amendment to the relevant RFP language, even though other sections were explicitly revised. *See* Exhibit 12 at p. 27 (stating the Addendum should include "RFP/Q verbiage additions, changes and deletions"). Because offerors were given no guidance as to which instruction they should follow, they did not compete on a common basis.

Mr. Go's conclusion that there must not have been an ambiguity in the RFP because "all bid proposals were submitted with pricing that is consistent with the Addendum Q/A" is unsupported. Exhibit 17 at p. 3. Indeed, Mr. Go later tacitly acknowledges that offerors bid under different price schemas. He says "[a] close investigation of the costs submitted by the competing bids shows that Medi-Cal costs were included and acknowledged in [CFMG Inc.'s] proposal" but that "Corizon...did not do so." Exhibit 17 at p. 5.<sup>2</sup> This acknowledgement merely corroborates Corizon's point: offerors were not competing on a common price basis.

#### **B. The Proposed Award Would Result In The County's Paying The Contractor Millions Of Dollars For Nothing**

Mr. Go's letter revealed that "Medi-Cal costs were included and acknowledged in [CFMG Inc.'s] cost proposal." Exhibit 17 at p. 5. Assuming this statement is true, it means that should CFMG Inc. be awarded the contract, the County will be paying CMFG Inc. for inpatient services for which CMFG Inc. will have no expense.

Under the anticipated Medi-Cal County Inmate Program, Medi-Cal will pay the hospitals directly for any inpatient inmate treatment. This means that CMFG Inc. will not have to expend any funds to cover inpatient expenses, but the County will nonetheless pay CFMG Inc. for them as part of the annual price. Based on Corizon's in-patient estimates from prior years, it is estimated that the value of this unnecessary overpayment to CFMG Inc. will exceed \$1 million per year. Because the contract term is no less than three years, and potentially up to six years, this can result in an unnecessary expenditure of more than \$6

---

<sup>2</sup> It is not clear how Mr. Go is privy to this information. In denying Corizon's claim that it is not evident that offerors included transportation costs in their price, Mr. Go states that the bid form "asked only for a total annual cost" and did not require offerors to explain how they arrived at that price. *Id.* at p. 4.

Office of Contract Compliance

May 27, 2016

Page 7

million in public funds – simply because the RFP was ambiguous. Allowing an award to go forward with this result is unreasonable.

The County will be unable to seek a unilateral modification to the contract to reduce CFMG Inc.'s price by the Medi-Cal reimbursement amount, as there is no unilateral right to changes in the anticipated contract. *See* Exhibit 1 (RFP) at Exhibit I (Standard Services Agreement). The County is now on record endorsing its intended contractor's inclusion of these non-existent costs in its price and, without the right to issue a unilateral change order, the County cannot compel CFMG Inc. to give up this unearned windfall. <sup>3</sup>

## **II. THE COUNTY WAS REQUIRED TO CONSIDER LOCAL VENDOR PREFERENCE**

Corizon protested on the ground that the County was required to consider the five percent local vendor preference to which Corizon was entitled. In his denial, Mr. Go relied on the fact that “the application of local products and vendor preference was not included in the RFP.” Exhibit 17 at p. 4. Mr. Go's reliance on the language of the RFP as determinative is misguided.

The Alameda County Administrative Code requires that “[a] A five percent preference shall be granted to Alameda County products or Alameda County vendors on all sealed bids on contracts except with respect to those contracts which state law requires be granted to the lowest responsible bidder.” Alameda County Administrative Code § 4.12.150. The Alameda County GSA Policies and Procedures and Vendor Guide reiterate this requirement. GSA Policies and Procedures (available at <http://www.acgov.org/gsa/departments/purchasing/policy/slebpref.htm>); Exhibit 18 (County of Alameda General

---

<sup>3</sup> In addition to the defects described in detail below, the County's actions with respect to Corizon's question regarding the RFP's requirements for the Medical Director position demonstrate a failure of process, and refusal by the County to correct that failure. Mr. Go conceded that “the question that was submitted via email on February 17, 2016 was not specifically addressed in the Addendum 1 of the RFP,” yet unreasonably found that this failure was of no matter because “any ambiguity or failure to include the specific question did not have a negative impact on the scoring of Corizon's proposal.” Exhibit 17 at p. 3. While it may be true that Corizon's score was not directly affected by the County's failure to answer its question, the County has an obligation to conduct a fair and transparent competitive procurement, and that process was undermined by the County's cherry-picking of bidder questions to consider and answer.

Office of Contract Compliance  
May 27, 2016  
Page 8

Services Agency Procurement & Support Services Vendor Guide) (same). This contract is not required by state law to be awarded to the lowest responsible bidder. The County was thus required to apply the local vendor preference to this procurement, and it cannot avoid that obligation by not including required language in the RFP. Corizon was entitled to a local preference and CFMG Inc. was not. Mr. Go's decision is mistaken in attempting to excuse the County's failure to recognize that.<sup>4</sup>

### **III. THE PROTEST DECISION FAILED TO RECOGNIZE THE SIGNIFICANCE OF CFMG INC.'S VIOLATION OF CALIFORNIA'S PROHIBITION ON THE CORPORATE PRACTICE OF MEDICINE**

Corizon explained in its protest that Section D.11 of the RFP makes it a "specific requirement" that the contractor be compliant "with all relevant legal requirements," including compliance with California Business and Professions Code § 2400. Corizon attached exhibits to its protest that demonstrated that CFMG Inc. violated the prohibition on the corporate practice of medicine embodied in that provision. Corizon explained that filings with the California Secretary of State's Office, Corporations Division and a July 2014 proposal submitted by CFMG Inc. to provide health and behavioral health care services at the Adult and Juvenile Detention Facilities in Kings County, California show that CFMG has placed the provision of medical services directly under the responsibility of non-doctors. California Forensic Medical Group appears to be headed by Donald Myll, an inactive CPA and non-doctor. California Forensic Medical Group, Inc. appears to be led by Dan Hustedt, who holds an MBA but no medical degree. Kip Hallman, the CEO of CFMG and of Correctional Medical Companies, Inc., to whom the Medical Director reports is a business man, not a doctor. Unlike the model used by Corizon, CFMG's doctors are not in a separate medical corporation that contracts with CFMG.

Mr. Go denied this protest ground on the basis that CFMG Inc. met "the requirements of the RFP to provide license[d] medical professionals for the provision of actual medical services." Exhibit 17 at p. 2. This statement misses the mark. Although it

---

<sup>4</sup> Mr. Go states that "even if local preference points were to have been applied to Corizon's proposal, there would have been no change to its ranking." Exhibit 17 at p. 4. Because Corizon has been denied a debriefing or documents evidencing the evaluation scoring, it cannot evaluate the merit of this contention. But, had the local preference been applied in conjunction with the other changes in scoring that would have occurred had the County properly evaluated in other respects identified in Corizon's protest, it seems very likely that Corizon would have been the highest ranked offeror and selected for award. In any case, the failure to include a mandated local preference in this major procurement is a violation of important procurement policy that should not be allowed to stand.



Office of Contract Compliance  
May 27, 2016  
Page 9

was undoubtedly a requirement of the RFP that licensed medical professionals provide the requested medical services, Corizon's protest addresses another issue: whether CFMG Inc. is in violation of California's ban on corporate practice of medicine by directly employing and controlling the physicians who will provide services under the contract. Despite substantial evidence attached to Corizon's protest that establishes that CFMG Inc.'s corporate structure violates Business and Professions Code § 2400, Mr. Go simply sidestepped the issue.

Mr. Go did note that "CFMG has current contracts using its corporate structure and medical care provided in other California County jurisdictions." Exhibit 17 at p. 2. To the extent that this forms the basis of the denial of Corizon's protest on this issue, it is unreasonable. Mr. Go's letter states that this information is known through a review of CFMG Inc.'s proposal, a document which has been denied to Corizon. *Id.* But even if he correctly characterizes the proposal, performing illegally in more than one place does not negate the illegality of CFMG Inc.'s proposed practice in Alameda County. Alameda County had an obligation to examine this issue for itself. If it had, it would have concluded that CFMG Inc., the proposed awardee, cannot lawfully perform this contract. It is therefore not a responsible bidder and is ineligible for award.

#### **IV. THE COUNTY CONDUCTED CORIZON'S ORAL PRESENTATION IN A PREJUDICIAL MANNER**

Corizon protested on the basis that the conduct of one of the evaluation panelists during Corizon's oral presentation prejudiced Corizon's score under this factor. During Corizon's oral interview, Lt. McGrory, the only evaluator who was a member of the County's Sheriff's Department, criticized Corizon for not providing upgraded electronic health records, telehealth programs and enhanced staffing levels under the current contract, even though these features are not required as part of the present contract. And, Corizon alleged, this behavior resulted in a downgrade in scoring by other evaluators. The other evaluators, who were not privy to Corizon's current contract with the County, likely did not understand or appreciate the distinction between the requirements of the incumbent contract and the new contract. Additionally, because Lt. McGrory was the only member of the evaluation team who is a current customer, his influence was undoubtedly substantial. The other evaluators are likely to have been swayed by his apparent dissatisfaction with Corizon's failure to perform already to what only he would have known were not the new RFP's enhanced requirements.

In his denial of the protest, Mr. Go revealed that Oral Presentation was one of the two areas in which Corizon received its lowest scores. Although Mr. Go's decision offered no explanation for the low score under this factor, he denied that Lt. McGrory's

Office of Contract Compliance

May 27, 2016

Page 10

conduct was improper or that it may have been tied to Corizon's reduced score. Instead, he stated that "CSC members may ask follow up questions, including related to how a vendor would be revising its current provision of services to meet the requirement of the new RFP when that vendor discusses the services it is currently providing." Exhibit 17 at p. 2.

Had Lt. McGrory restricted his "follow up questions" to appropriate questions, including how Corizon "would be revising its current provision of services to meet the requirement of the new RFP," his actions would not be improper. But that is not what happened. Instead, he repeatedly criticized Corizon for not currently offering services that it proposed to provide in response to the RFP, *even though Corizon was under no obligation to do so*. As one example, Lt. McGrory was openly derisive of Corizon's ability to meet the staffing levels of the contract, based Corizon's current staffing numbers. What Lt. McGrory did not acknowledge, however, is that the current contract only requires Corizon to provide 85% of the optimal staffing, and it has consistently met or exceeded that goal. Exhibit 19 (Exhibit A to current contract) at p. 43 ("PHS shall be required to maintain...85% of Optimum Performance Level).

Corizon's low interview score confirms what it suspected: Lt. McGrory's improper approach influenced the evaluators to penalize Corizon for failing to provide unrequired services, and to use that fact as a basis for negatively assessing Corizon's ability to perform under the new contract.

#### **V. MR. GO DID NOT SUBSTANTIVELY EVALUATE THE MERITS OF CORIZON'S ALLEGATIONS REGARDING THE RELATIVE STRENGTHS OF THE PROPOSALS**

In its protest, Corizon detailed how the County failed to properly evaluate the relative strengths of the Corizon and CMFG Inc. proposals in nine different areas: (1) Medical Records System, (2) Services – Detoxification, (3) Services – AIDS, (4) Services – Infectious Outbreak, (5) Services – Pharmacy Services, (6) Services – Prenatal, Pregnant and Postpartum Services, (7) Transition Plan, (8) Experience with a Large Facility, and (9) Ability to Attract Qualified Professionals. Corizon provided detailed explanations of its allegations, supporting its claims with references to its own proposal and publically available information about CFMG Inc.

Mr. Go's response to these allegations was perfunctory at best. He states "I have reviewed the bid proposal and the scores of CFMG, I find no evidence that it was not properly evaluated" and concludes that "the CSC carefully considered and scored every

Office of Contract Compliance  
May 27, 2016  
Page 11

proposal, the oral presentations and references.” Exhibit 17 at p. 3. He offers no further explanation or detail on the matter.

Corizon maintains that the relative strengths of the proposals were improperly assessed. Yet it is precluded from refuting Mr. Go’s summary and unsupported claim of evaluation accuracy, due to the County’s refusal to provide CFMG Inc.’s proposal, any evaluation documents, or a meaningful debriefing. Thus, for example, it is impossible to understand how the County could have rated CFMG Inc. more highly than Corizon given that CFMG Inc. has not served correctional populations of the size of Alameda County’s. Nor is it possible to assess the County’s actions in taking account of CFMG Inc.’s lack of experience with a workforce represented by a union. In both cases, Mr. Go’s summary statement provides no basis for concluding that these important factors were properly taken into account in making the comparative evaluation of the two proposals. Corizon, therefore, continues to protest on these grounds and reserves its right to use the information obtained from these documents and debriefing to supplement its claim, including to provide more specifics for this allegation.

### RELIEF REQUESTED

For the foregoing reasons, Corizon respectfully requests that you grant this appeal, sustain Corizon’s protest, reject the recommendation to award to CFMG Inc., and award to Corizon as the bidder that best serves the overall interest of the County. Corizon further requests, for the reasons stated in its initial protest, that all transition efforts involving CFMG Inc. be suspended until a decision is made by the Board regarding the award, including during the pendency of this administrative process.

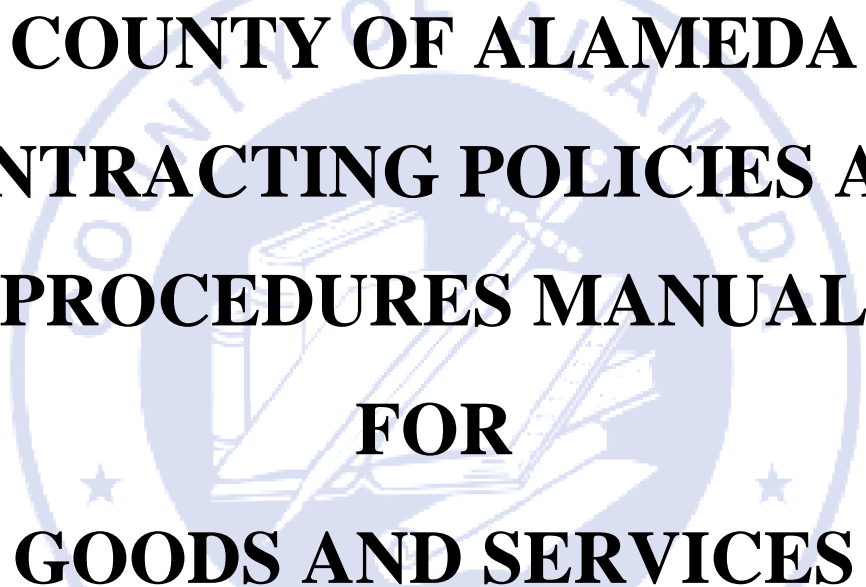
Very truly yours,

ROGERS JOSEPH O'DONNELL



Neil H. O'Donnell  
Lauren B. Kramer  
Attorneys for Corizon Health, Inc.

# EXHIBIT 14



**COUNTY OF ALAMEDA  
CONTRACTING POLICIES AND  
PROCEDURES MANUAL  
FOR  
GOODS AND SERVICES**

### ***Notice of Recommendation to Award***

1. At the conclusion of the RFP/Q response evaluation process, all bidders will be notified in writing by e-mail, fax, or US Postal Service mail of the contract award recommendation, if any, by GSA-Procurement & Support Services. The document providing this notification is the *Notice of Recommendation to Award*.

The Notice of Recommendation to Award will provide the following information:

- a. The name of the bidder being recommended for contract award;
2. After the Notice of Recommendation to Award has been issued and the County has entered into negotiations with the highest ranked bidder, debriefings for unsuccessful bidders will be scheduled and provided upon written request and **will be restricted to discussion of the unsuccessful offeror's bid**. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful bidder
3. Once negotiations have been completed, and the Board letter signed, bidders will be notified of the Board award date. The document providing this notification is the *Notice of Board Date* letter. Once this is issued, all submitted proposals shall be made available to the public, upon request, no later than five (5) business days before the contract is scheduled to be heard by the Board of Supervisors.

### ***Request for Proposal Copies***

Bidders are responsible for clearly marking each page of their bid or proposal containing information which they consider to be confidential under the California Public Records Act (CPRA). To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information provided by bidders will be considered subject to disclosure under the Act. Upon issuance of notice of Board date letters, submitted proposals will be made available for public review upon request.

### ***Bid Protest / Appeals Process***

GSA-Procurement & Support Services 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 once the Notices of Award/Non-Award have been issued. Bid protests submitted prior to issuance of the Notices of Award/Non-Award will not be accepted by the County.

# EXHIBIT 15



May 10, 2016

Lauren B. Kramer  
311 California Street, 10<sup>th</sup> Floor  
San Francisco, CA 94104

Dear Ms. Kramer:

This is in response to your request for the bid proposal submitted by California Forensic Medical Group, Inc., regarding RFP No. 901426 – Comprehensive Medical Care Services. A contract has not been finalized for this procurement and the County is still in the negotiation stage. Therefore the bid proposals submitted in this matter are not yet public records.

The need to keep bid records confidential pending contract negotiations was acknowledged and sanctioned by the California Supreme Court in *Michaelis, Montanari & Johnson v. Superior Court of Los Angeles County* (2006) 38 Cal 4th 1065 at 1074, where the Court concluded premature disclosure would reveal specific details potentially impairing the County's negotiation and selection process. The Court's reasoning applies to the County's ongoing RFP process in which your company is involved, and serves to exempt the above records from disclosure at this time. This is also supported by Government Code Section 6255(a) and Evidence Code Section 1040.

The County will not be releasing the bid proposals until negotiations have completed. They will become public records and available for inspection prior to consideration of the contract by the Board of Supervisors for award. These documents are released at least five days prior to the Board of Supervisors meeting where contract approval has been agendized. If you still desire these records after the contract is negotiated, you may request them.

With best regards,

John Glann  
Purchasing Manager  
County of Alameda, GSA-Procurement  
[john.glann@acgov.org](mailto:john.glann@acgov.org)  
510-208-9627



# EXHIBIT 16



May 19, 2016

Neil O'Donnell and Lauren B. Kramer  
Rogers Joseph O'Donnell A Professional Law Corporation  
311 California Street, 10<sup>th</sup> Floor  
San Francisco, CA 94104

Re: Public Records Request Contained in Bid Protest of Comprehensive Medical Care, RFP  
No. 901426

Mr. O'Donnell and Ms. Kramer:

This is in response to the request, contained in your bid protest letter, for the following documents.

1. All offeror's proposals.
2. All communications between the County and bidders regarding this procurement.
3. All evaluation documents regarding this procurement.

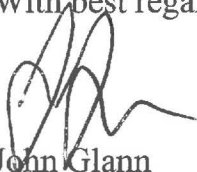
As was explained to you in a letter sent on May 10, 2016, a contract has not been finalized for this procurement and the County is still in the negotiation stage. Therefore, the bid proposals and evaluation materials for this procurement are not yet public records.

The need to keep procurement records confidential pending contract negotiations was acknowledged and sanctioned by the California Supreme Court in *Michaelis, Montanari & Johnson v. Superior Court of Los Angeles County* (2006) 38 Cal 4th 1065 at 1074, where the Court concluded premature disclosure would reveal specific details potentially impairing the County's negotiation and selection process. The Court's reasoning applies to this RFP process, and serves to exempt the proposals (request #1) and the evaluation documents (request #3) from disclosure at this time. This is also supported by Government Code Section 6255(a) and Evidence Code Section 1040.

The County will not be releasing the bid proposals or evaluation documents until negotiations have completed. They will become public records and available for inspection prior to consideration of the contract by the Board of Supervisors for award. These documents are released at least five days prior to the Board of Supervisors meeting where contract approval has been agendized. If you still desire these records after the contract is negotiated, you may request them.

You also requested communications between the County and bidders regarding this procurement. General Services Agency, who is responsible for the procurement, is searching its electronic and hardcopy files for communications regarding this procurement with the three bidders: Corizon Health Inc., California Forensic Medical Group, Inc. and California CCS, P.C. A request has been made to the County's Information Technology Department for electronic communications with the three bidders. The search will cover the time from the date the RFP was issued on February 2, 2016 to April 29, 2016 the date notifications for recommendation to award were issued. You will be contacted when the records are available. We anticipate the searches to be completed in 10-15 days.

With best regards,



John Glann  
Purchasing Manager  
County of Alameda, GSA-Procurement  
[john.glann@acgov.org](mailto:john.glann@acgov.org)  
510-208-9627

# EXHIBIT 17



Neil O'Donnell  
Rogers Joseph O'Donnell  
311 California St., 10<sup>th</sup> Floor  
San Francisco, CA 94104

May 20, 2016

RE: Decision on Protest of Intent to Award Request for Proposal ("RFP") 901426  
for Comprehensive Medical Care to California Forensic Medical Group, Inc.

Dear Mr. O'Donnell,

The County of Alameda strives to conduct fair, transparent, and competitive bid processes that provide equal opportunities to all bidders. The Comprehensive Medical Care RFP # 901426 is no exception. I have carefully evaluated your protest dated May 6, 2016 and concluded my investigation into the merits of the protest.

Your letter included a PRA request, which is being, or has been, responded to by GSA Procurement.

As per GSA policy when in receipt of a bid protest, each of the concerns you raised in your letter dated May 6, 2016 was carefully evaluated and investigated.

The following is a brief summary of each of your claims and the conclusions from my investigation.

- I. *CFMG INC., did not meet the minimum requirements and is therefore not eligible for award. Examples: Supervising Doctors and Nurses and Health Services Administrator.*

Evaluation of the proposals submitted reflected that all bidders passed the minimum requirements. This office finds that CFMG's response in their proposal satisfied the minimum qualifications and years of experience required as described in the RFP. In addition, the County Selection Committee (CSC) considered the proposal and found that they satisfied or exceeded all minimum qualifications.

- II. *CFMG is not qualified to perform this contract under California's prohibition on the Corporate Practice of Medicine*

The RFP describes the intent to award to a qualified vendor "to provide and coordinate comprehensive medical care services and associate systems of care for inmates" at the County correctional facilities. (RFP, section I. A at page 4). It is reasonable that the

structure of a vendor for the coordination of such care is a corporation or other business structure. The actual practice of medicine is required to be performed by medical professionals with a license, however, paying and coordinating all medical services within the facilities as well as arranging and paying for outside services can be handled through a corporate structure.

My investigation finds that the requirements of the RFP to provide license medical professionals for the provision of actual medical services are met by the CFMG proposal. I find that the proposal was responsive to the RFP and proposed a qualified Board Certified Physician as a Medical Director that will be responsible for overall health care delivery. In addition, a review of the proposal finds that CFMG has current contracts using its corporate structure and medical care providers in other California County jurisdictions. I find this claim is not substantiated.

- III. *The County improperly evaluated the relative strengths of the proposals.*
- a. *The Evaluators appear to have penalized Corizon for not implementing on its incumbent contract certain new features that were to be introduced in the new replacement contract.*
  - b. *The County failed to recognize the strengths of Corizon's proposal and adequately credit it. It also failed to recognize the weaknesses in the CFMG Inc., proposal*

The County strives to conduct a fair competitive process. Bids were evaluated by a 5 member County Selection Committee (CSC) composed of County staff and individuals from other jurisdictions with expertise or experience in the services being evaluated. The CSC members were professionals with experience in the field or scope of work covered by the RFP. The CSC included one member from Alameda County Sheriff's Office (ACSO).

A review of the scoring shows that in some areas Corizon scored above average and in others below average. The review of the evaluation scores showed that Corizon scored high in the Cost criteria, followed by its next highest score in Qualifications, Experience and Overall Proposal. Corizon did not score well for References and Oral Presentation. I find that the evaluation and scoring did recognize the strengths and weaknesses of Corizon's proposal.

Corizon also alleges that an ACSO official who is a member of the evaluation team was critical that requirements of the new contract were not being provided under the current contract and affected the evaluation of Corizon's proposal. I find no evidence supporting this claim. In its proposal and during the oral interviews, Corizon made numerous references to the current services it is providing. It was not inappropriate for the CSC members to follow up on these statements. CSC members may ask follow up questions, including related to how a vendor would be revising its current provision of services to meet the requirement of the new RFP when that vendor discusses the services it is currently providing; this may include changes to the current practices. The

questions provided an opportunity for Corizon to demonstrate the strengths in its current provision of service and how these may change, including improvements, if they were awarded the contract under this RFP.

Corizon also alleges that the County failed to recognize weaknesses in CFMG's proposal. I have reviewed the bid proposal and the scores of CFMG, I find no evidence that it was not properly evaluated.

The bid protest discussed at length Corizon's qualifications, including pages related to its programs and experience and summarizing its proposal and experience. It is not the role of our office to rescore each proposal, but to review the integrity of the process to assure it was conducted fairly. I find that the CSC carefully considered and scored every proposal, the oral presentations and references; Corizon simply did not score as well as the other bidders.

I find the claim that the County improperly evaluated the relative strengths and weakness of the proposals unfounded.

- IV. *The County's misleading and non-response question and answer process created ambiguity in the RFP.*
- a. *The County created an ambiguity in the RFP based on its response to a question about price.*
  - b. *Corizon reasonably interpreted the RFPs Medical Director Certification Criteria and Met Those Requirements*

The County Procurement Policy and Procedures required issuance of an RFP and Addendum notifications to all potential bidders when a cancellation or an *amendment to a solicitation* is to be made. "The Addendum will be deemed to be the controlling document if there is any conflict between statements made at the Bidder's Conference and stated in the Addendum; RFP/Q verbiage additions, changes and deletions. All bidders received the same information" (Goods, Services, Policies and Procedures Manual, p. 27, #2, a & b) . This office finds that all bid proposals were submitted with pricing that is consistent with the Addendum Q/A.

*Medical Director Qualifications.* The RFP clearly defined in Section I, D. 3. e. the position of Medical Director as " A qualified Board Certified physician designated as medical director or lead physician. The individual must have a specialty certification in the field of internal medicine, family practice, or emergency room (ER) medicine. The individual shall have at least one year of experience in a correctional facility health care setting."

The requirements for an Addendum are that questions will be addressed, not that each shall be written out verbatim and individually answered. (See RFP Section II. E. 6, at page 41, " All questions will be addressed... in an RFP Addendum...") This office does recognize that the question that was submitted via email on February 17, 2016 was not specifically addressed in Addendum 1 of the RFP. However, as previously stated, the

RFP clearly outlined the specific requirements under the Medical Director position, and competing bids submitted a response appropriately.

While your bid protest appears to acknowledge that the individuals currently acting as Medical Director under your current contract and the individual proposed as Medical Director do not currently meet the qualifications of the RFP, Corizon's proposal was not disqualified due to a failure to meet the minimum qualifications. In addition, a review of the Corizon scores does not find that any points were lost due to any confusion around the definition of Medical Director Qualifications or the structure and individuals provided in the proposal. As noted above, one of the areas it scored highest in was Qualifications and Experience.

Your proposal passed the minimum qualifications stated by the RFP. Since the proposed Medical Director by Corizon was deemed board eligible, the proposal was still considered. Therefore, I found that Corizon's proposal was not adversely affected by the County's non-response to clarify the definition of Medical Director in Addendum 1.

I find that any ambiguity or failure to include the specific question did not have a negative impact on the scoring of Corizon's proposal.

V. *The County failed to properly evaluate cost.*

*5% Preference for Local Products and Vendors.* Corizon alleges that the County failed to apply the five percent preference to which Corizon is entitled. It is recognized by this office that the application of local products and vendor preference was not included in the RFP. Corizon would be considered a local business and have received points if local preference points had been included in the RFP scoring. However, since neither local nor SLEB preferences were included in the scoring, all other bids who may qualify for preference were also not evaluated with the local preference. This claim is unsubstantiated as local preference points were not part of the scoring. However, even if local preference points were to have been applied to Corizon's proposal, there would have been no change to its ranking.

*Transportation Costs.* The Protest also alleges that it is not evident, based on the terms of the RFP whether the bidders were required to include a transportation cost line item in their overall cost, leading to unfair price advantage to certain offerors, and rendering the cost evaluation defective. A review of the Addendum 1, page 3, addressed the modification to the RFP, Page 27, section D, and clearly stated that cost that must be anticipated. All submitted proposals acknowledged that transportation costs would be paid by the contractor. This allegation is not sustained.

I also find that the bid form was very clear and asked only for a total annual cost. This allegation is not substantiated.



*Medi-Cal Reimbursement for Inpatient Costs.* The last allegation related to evaluation of cost was that there was an ambiguity in requirements so that bidders did not compete on the same basis and renders the evaluation of price unreliable.

Addendum 1, page 20, Q/A.74, stated:

Q 74) Can the County clarify how Medi-Cal payments and reimbursements should be handled, whether bidders should incorporate into a payment structure?

**A 74) The contractor may apply for any eligible Medi-Cal reimbursements, following state protocols. Any reimbursements that contractor receives from Medi-Cal for direct provision of services are not payments that must be split with the County. The contractor is expected to work with hospitals and HCSA or other County agencies to make sure that inmates are being enrolled in Medi-Cal and proper billing is occurring. In preparing their proposals, it is expected that bidders will consider the amount that is estimated for inpatient services and reduce it by the percentage of people expected to be Medi-Cal eligible based on services it is providing in other jurisdictions.**

This office does find that the response from the County created an ambiguity for the bidders in the preparation of costs. Bidders could potentially submit a cost proposal that may not have taken into account Medi-Cal reimbursements costs. However, it is up to the bidder to determine how to consider potential Medi-Cal reimbursements in calculating their costs. A close investigation of the costs submitted by the competing bids shows that Medi-Cal costs were included and acknowledged in their cost proposal. Corizon's response was the only one who did not do so.

The proposals were scored was based on the actual yearly cost to the County. The scoring did not consider a breakdown, not how that cost was arrived at or what additional cost the bidder may have to incur or any reimbursements it may receive. The score was on the final cost that the County would be charged. While other proposals provided information that Medi-Cal reimbursements were considered in arriving at their cost, the fact that Corizon did not include Medi-Cal reimbursements did not affect the scoring which done solely on the amount to be charged to the County. I found no evidence that any bidder had an advantage or that bidders were not competing on the same bases so to render the evaluation of price unreliable.

The Cost criteria is one of six categories of the evaluation, weighted at 15 points out of 100, Corizon received the full 15, rated at the maximum of 5, and scored the highest compared to the other bidders in the Cost category.

This office concludes the Medi-Cal claim contributed creating an ambiguity. However, any ambiguity did not adversely affect Corizon's ranking and results of the final evaluation.

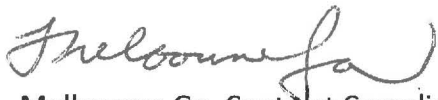
After carefully consideration of all allegations in the bid protest and investigation of the bid process, this office finds that the bid process for RFP #901426 did not compromise the County of Alameda procurement standards. The protest is denied and recommendation to award to CFMG is upheld.

Your letter also claimed the County is required to “stay the procurement throughout the pendency of the protest” and requested that all transition efforts be suspended until a decision is made by the Board regarding the award. I find no basis for this statement. The County’s Procurement Process is that the County will complete the steps to review and issue a decision on the bid protest and an appeal, if filed, before a recommendation to award the Contract is considered. (Bid Protest/Appeals Process, Paragraph 4). There is no stay of a procurement pending a final determination on a bid protest.

Transition efforts do not predetermine who the contract will be awarded to, only that there may be changes to how or what services will be provided under the contract, no matter who is awarded the contract. When a contract is set to expire, the County will begin transition efforts including a procurement and establishing any changes to services that will be made under the new contract, not knowing whether a current vendor will or will not be awarded the contract under the new procurement. Suspension of all transition activities will not take place.

If you wish to appeal this decision, you may do so to the Auditor Controller’s Office. Any appeal must follow the process contained in the RFP and located on the County’s website at <http://www.acgov.org/gsa/departments/purchasing/policy/bidappeal.htm>. Appeals must be in writing and submitted within five (5) business days from the date of this letter.

Sincerely,



Melbourne Go, Contract Compliance Officer  
Office of Acquisition Policy  
1401 Lakeside Drive  
Oakland, CA 94612

Cc: GSA-Director, GSA-Chief Deputy Director, County Counsel, GSA-Purchasing, ACSO, Auditor Controller’s Office

# EXHIBIT 18

**Environmental Commitment:** The County seeks to purchase products with the lowest overall environmental impact from manufacturing through end of life. To achieve this objective, environmental factors and product attributes may be evaluated in the procurement process.

**Packaging and Product Take Back:** The County strongly encourages vendors to minimize packaging and to use recycled and recyclable packaging materials. Once a product has reached its end of life, ideally the vendor will take back the product for reuse.

**Other County Programs:** The County passed an ordinance to minimize/eliminate the use of products that contain or generate persistent bioaccumulative toxins (PBTs) during manufacturing or reuse/disposal such as mercury, lead, dioxin, etc.

The County passed a green building ordinance which requires County construction projects to be built to a LEED™ Silver standard. Materials procured for construction as well as furniture, fixtures, and other interiors will be recyclable, durable, and have a low-environmental impact.

**Tax:** The County pays California State sales and use tax when applicable and is exempt from some federal taxes.

**Insurance:** Vendors who provide goods and services to the County may be required to submit proof of insurance coverage as specified by the County's Risk Manager. Please call the County Risk Manager at (510) 272-6451 for more information regarding insurance requirements.

**Bid & Performance Bonds:** Bonds may be required when necessary to protect the interests of the County. Most contracts issued by GSA – Procurement & Support Services do not require bonding.

**Gifts & Gratuities:** The County of Alameda maintains a strict policy prohibiting the acceptance by its employees of gifts and/or gratuities from any vendor or potential vendor.

**FOR MORE INFORMATION ON DOING  
BUSINESS WITH  
THE COUNTY OF ALAMEDA  
GSA – PROCUREMENT & SUPPORT SERVICES  
PLEASE CALL (510) 208-9600  
OR  
VISIT OUR WEBSITE AT  
[www.acgov.org](http://www.acgov.org)**

Click on **the eSubscribe icon**  at the top middle of the webpage to sign up for updates on County contracting opportunities as well as County training and outreach events.

Click on the ***Doing Business With Us*** tab, located just below the eSubscribe icon, to find more information on:

- ▶ [Small, Local & Emerging Business Program](#)
- ▶ [SLEB Certification Forms](#)
- ▶ [County Contract Compliance System: Elation](#)
- ▶ [Upcoming Contracting Opportunities](#)
- ▶ [Current Contracting Opportunities](#)
- ▶ [Sole Source Procurements](#)
- ▶ [Awarded/Closed Contracts](#)
- ▶ [New Local Vendor Registration](#)
- ▶ [Office of Acquisition Policy](#)

*Printed on recycled paper*  
Revised 05-09-2014

**County of Alameda  
General Services Agency  
Procurement & Support Services**

1401 Lakeside Drive, Suite 907 • Oakland, CA 94612

# VENDOR GUIDE



**Aki K. Nakao, Director  
Pedro Valencia, Deputy Director  
John Glann, Purchasing Manager**



**Welcome:** The County of Alameda purchases a wide variety of goods and services through a centralized purchasing system. The purpose of this brochure is to acquaint you with the County's purchasing policies and procedures, and explain how you can do business with the County. Our goal is to promote partnerships between you and the County of Alameda. If this brochure does not answer all of your questions, please visit our website at [www.acgov.org](http://www.acgov.org) or contact Procurement & Support Services at (510) 208-9600 for further information.

**Centralized Purchasing:** Procurement of goods and services is centralized in the General Services Agency (GSA) Procurement & Support Services department under the direction of the Purchasing Agent. The acquisition of goods and services must be approved by GSA or the Board of Supervisors and authorized by a purchase order. The payment process is decentralized in Alameda County. Invoices are submitted to the contracting agency. Every attempt will be made by the County to process payments within 30 days. County departments may utilize the County Procurement Card to purchase approved goods and services up to \$3,000.

**Contacts Us:** Office hours are 8:00 a.m. to 4:30 p.m. PST. To save time and ensure you receive adequate attention, please make an appointment before coming to the Procurement & Support Services office. Please contact us, or consult our website, for the Buyer's name and phone number for the product or service you provide.

**Contracting Opportunities:** The Auditor-Controller's Office of Contract Compliance (OCC) currently manages the Small Local Emerging Business (SLEB) Program and maintains a list of local and small/emerging locally owned vendors interested in doing business with the County. These businesses are solicited by Procurement & Support Services through informal and formal competitive bid procedures to provide required goods and services to County departments. Formal Requests for Proposal/Quotation (RFP/Qs) are posted on the GSA Current Contracting Opportunities website and published in local newspapers. A bid preference is available to local and certified small/emerging locally owned businesses. Goods and/or Services over \$25,000 are required to be purchased from certified SLEBs or a minimum 20% (unless otherwise indicated) SLEB participation is required. Purchases of \$25,000 and under are from certified SLEBs whenever possible. Contact OCC at (510) 891-5500 or visit our website for more information regarding the SLEB Program and how to certify your company as a small or emerging local business.

**Business Outreach:** The General Services Agency Office of Acquisition Policy (OAP) works with community businesses and County staff to promote and support the SLEB Program. Vendor informational meetings, networking/bidders conferences, training and vendor fairs are held to promote opportunities for the small and emerging local business community to become acquainted with the County's procurement process. OAP business outreach events are advertised in local newspapers and posted on the GSA Calendar of Events website.

**Informal Competitive Bid Process:** An informal competitive bid process is utilized when the cost of goods or services is \$100,000 or less. Quotes are solicited from at least three vendors whenever possible. Procurement & Support Services solicits informal quotes by telephone, e-mail, fax or mail from vendors listed in the SLEB Vendor Database. Informal requests for bids are not normally advertised. Contracts are awarded to the lowest responsive bidder meeting specifications.

**Formal Competitive Bid Process:** Formal competitive bid procedures are utilized when the cost of goods or services exceeds \$100,000 (but may be used for smaller amounts) and include the issuing of a Request for Interest (RFI) and/or a Request for Proposal/Quotation (RFP/Q). RFP/Qs may be preceded by an RFI posted on the GSA Current Contracting Opportunities website and e-mailed via E-GOV to its subscribers, including certified small, local and emerging businesses (SLEB). Vendors responding to an RFI will be placed on the vendor bid list for the subsequently issued RFP/Q. RFP/Qs are posted on the GSA Current Contracting Opportunities website and advertised in local newspapers. The formal competitive bid process will include an opportunity for prospective bidders to attend networking/bidders conferences as part of the RFP/Q schedule of events.

In this process, sealed bids will be received at Procurement & Support Services in accordance with RFP/Q instructions. An RFP/Q award will be in accordance with the criteria indicated in each RFP/Q issued and will not necessarily be awarded to the bidder quoting the lowest cost.

**Local Vendor Preference:** An Alameda County vendor is a firm or dealer with fixed offices and having a street address within the County and which holds a valid business license issued by the County or City within the County for at least six months prior to the date upon which a request for sealed bids or proposals is issued. Alameda County products are those which are grown, mined, fabricated, manufactured, processed or produced in the County.

A 5% bid preference is available to Alameda County products or vendors on all sealed bids except with respect to those contracts which state law requires be granted to the lowest responsible bidder.

**Local and Small/Emerging Business Bid Preferences:** A 5% bid preference for local businesses and a 5% bid preference for County certified small or emerging businesses (SLEBs) is available except with respect to those contracts which state law requires be awarded to the lowest responsible bidder. The maximum bid evaluation preference points for being certified is 10%: 5% local and 5% certified. Compliance with the SLEB program is required for goods, services and professional services contracts, including but not limited to architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services projects.

The County utilizes the definition of a small business as indicated by the United States Small Business Administration. An emerging business, as defined by the County is one that is at least one-half the size of a small business and has been in business less than five years.

**First Source Program:** This program was developed to create a public/private partnership linking job seekers, unemployed and under-employed County residents to sustainable employment through the County's relationships with businesses, including contracts in excess of \$100,000 that have been awarded to vendors through the competitive process. Awarded vendors must, during the term of the contract, notify the County of any new or vacant positions within their company and provide Alameda County with a ten-day window to provide pre-screened applicants before such positions are advertised to the general public.

# EXHIBIT 19

## EXHIBIT A

### DEFINITION OF SERVICES

1. **Prison Health Services, Inc. (PHS)** shall provide contracted Comprehensive Inmate Medical Services at Alameda County Santa Rita Jail (SRJ), 5325 Broder Boulevard, Dublin, California 94568, and at the Glenn E. Dyer Detention Facility (GEDDF) 550 – 6<sup>th</sup> Street, Oakland, California 94607 (collectively “the Facilities”), in accordance with the General Terms and Conditions, Exhibit A-1, “Description of Services”, Exhibit A-2, “Scope of Work”, the “Scope,” “Specific Contractor Requirements,” and “Deliverables/Reports” sections within County’s Request for Proposal No.900324 (RFP), collectively Exhibit F, and the “Executive Summary,” “Description of the Proposed Services,” “Implementation Plan & Schedules,” and “Bid Form/Pricing” sections of **PHS’** Proposal dated December 7, 2007, collectively, Exhibit G.
  - a. In the event of any conflict (direct or indirect) among any of the above-referenced documents, the following order of precedence shall apply: (i) the General Terms and Conditions, (ii) Exhibit A-1, (iii) Exhibit A-2, (iv) Exhibit G and (v) Exhibit F. To the extent the General Terms and Conditions, Exhibit A-1, and Exhibit A-2 are silent as to any particular matter or service, Exhibit G shall control.
2. All licenses necessary for **PHS** to render medical and health services as provided by this Agreement shall be maintained throughout the term of this Agreement by **PHS**, its staff members, and subcontractors participating in this Agreement. Such failure to maintain or the revocation or non-renewal of any said license will be grounds for termination of this Agreement by County.

**PHS** must maintain and or comply with all accreditations deemed appropriate by **ACSO**, including, but not limited to the American Correction Association (ACA), the National Committee on Correctional Health Care (NCCHC), and Commission on Accreditation for Law Enforcement Agencies (CALEA) throughout the term of the Agreement.

3. **PHS’** project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Bill Wilson

Health Services Administrator &  
Regional Manager

Rod Holliman

Group Vice President

**PHS** agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of **PHS** no longer be employed by **PHS** during the term of this Agreement, **PHS** shall make a good faith effort to present to County an individual

- o. Number of hours worked by medical staff
- p. Other data deem appropriate by the Jail Administration

- 3. **PHS** will submit a quarterly synopsis of the above data to the **ACSO**. In addition to monthly reports, quarterly and annual health related summaries, a comprehensive annual statistical report will be submitted.
- 4 Security of Data: Some data files of the **County** are of a confidential nature. **PHS** employees shall be allowed access to these files, only as needed, pursuant to staff and medical care duties related to this Agreement, and in accordance with applicable law and the rules established by the custodian of the records. **PHS** shall adhere to established policies and procedures for safeguarding the confidentiality of such data, and may be liable civilly or criminally under privacy legislation for negligent release of such information

**F STAFFING:** The Optimum Performance Level (OPL) for **PHS** staffing and hours of coverage shall be as set forth in Exhibit A-3 of this Agreement.

1. Staffing Service Flexibility:

The OPL for staff services (hours of coverage) is based on an Average Daily Population (ADP) of four thousand one hundred and eighty inmates at SRJ (4,180) and four hundred (400) inmates at GEDDF, which approximates ninety percent (90%) and ten percent (10%) respectively of all inmates in the custody of ACSO. Should either inmate movement vary between Facilities or total inmate population vary to an extent necessary to adjust **PHS** staff, a written plan will be agreed upon by both parties for adjusting the OPL. **PHS shall be required to maintain at least a Minimum Performance Level for staff services (which is defined as 85% of Optimum Performance Level) shall be subject to penalty, under the terms (such as notice and penalty amount) that PHS and the ACSO shall negotiate in good faith .**

The **County** reserves the right to adjust the MPL. The **County** will provide **PHS** with thirty (30) days written notice of changes to the MPL adjustments.

- 2. Flex hours should be used as much as possible on County holidays. County holidays are:

- New Years Day
- Martin Luther King Jr.'s Birthday
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day