



COUNTY ADMINISTRATOR

SUSAN S. MURANISHI
COUNTY ADMINISTRATOR

July 5, 2024

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, California 94612-4305

SUBJECT: AWARD A CONTRACT TO MOBILE-MED WORK HEALTH SOLUTIONS, INC., DBA WORK HEALTH SOLUTIONS FOR PRE-EMPLOYMENT EXAM STANDARDS AND EVALUATION SERVICES; MASTER CONTRACT NO. 902423; PROCUREMENT CONTRACT NO. 26863; AMOUNT: \$259,403

Dear Board Members:

RECOMMENDATION:

Authorize the Purchasing Agent, or her designee, to execute a contract (Master Contract No. 902423; Procurement Contract No. 26863) with Mobile-Med Work Health Solutions, Inc., dba Work Health Solutions (Principal: Dean Frieders; Location: San Jose) to provide pre-employment exam standards and evaluation services for the term of 8/1/24 – 7/31/27, in the amount of \$259,403.

DISCUSSION/SUMMARY:

Alameda County currently has approximately 1,400 job classifications. The County provides approximately 1,500 post-offer/pre-employment medical examinations annually for candidates for County employment, in order to assess their medical capabilities to perform job duties, as well as to enable accommodation of individuals with disabilities. The Contractor will develop pre-employment medical questionnaires and examination protocols and provide associated services.

SELECTION CRITERIA/PROCESS:

The County Administrator's Office - Risk Management Unit (CAO-RMU) has determined that Alameda County does not currently have the resources to provide pre-employment exam standards and evaluation services.

The RMU worked with General Services Agency (GSA)–Procurement to develop a Request for Proposal (RFP), which was issued on February 9, 2024, posted on the County and GSA LinkedIn websites for 38 days, sent to the E-Gov Professional Services – Current Contract Opportunities mailing service and emailed to the Chambers of Commerce e-mail group. The RFP was also advertised in the Inter-City Express and the San Francisco Daily Journal on February 13, 2024. A vendor outreach was conducted on February 14, 2024, followed by one networking/bidders' conference on February 15, 2024, that was attended by two vendors.

On March 18, 2024, two bidders submitted responses to the RFP. Both responses were evaluated, one bidder was interviewed by the County Selection Committee, and the other bidder elected to not participate

in an interview. A maximum total of 550 evaluation points was available for this RFP. The total evaluation points included 50 preference points derived from a 5% preference for local vendors and a 5% preference for certified Small Local Emerging Business (SLEB) vendors, for a total of 10%.

Mobile-Med Work Health Solutions, Inc., dba Work Health Solutions was the highest scoring vendor and is being recommended for award.

Mobile-Med Work Health Solutions, Inc., dba Work Health Solutions is not a certified SLEB and is subcontracting 20% of the contract with Integral Consultants Occupational Medicine (Principal: Ramon Terrazas; Location: Oakland; Certified Small: 09-00264; Expiration: 9/30/24) to provide occupational medicine physician consulting services.

The following is the evaluation summary:

EVALUATION SUMMARY

Vendor	Location	Local	SLEB	Evaluation Points
<i>Mobile-Med Work Health Solutions, Inc. dba Work Health Solutions</i>	<i>San Jose, CA</i>	<i>N</i>	<i>N</i>	<i>361</i>
<i>Occu-Med, Ltd.</i>	<i>Fresno, CA</i>	<i>N</i>	<i>N</i>	<i>276</i>

FINANCING:

Appropriations for this contract are included in the CAO-RMU Fiscal Year (FY) 2024-25 Maintenance of Effort budget, is contingent upon your Board's adoption of the FY 2024-25 final budget, and will be requested in future budget years. No additional appropriations are required and there will be no increase in net County cost.

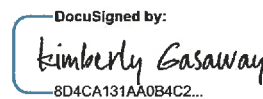
VISION 2026 GOAL:

Pre-employment physical examination standards and evaluation services meet the 10X goal pathways of **Healthcare for All** and **Employment for All** in support of our shared vision of a **Thriving and Resilient Population**.

Very truly yours,



Susan S. Muranishi
County Administrator

DocuSigned by:

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Kimberly Gasaway
Director, General Services Agency

Attachment

KG\AR\h\I:\Board Letters\Purchasing\FY 2023-24\902423 BL-BN Pre-employment Exam Standards & Evaluation

cc: Auditor-Controller
County Counsel

CONTRACT SUMMARY
PRE-EMPLOYMENT EXAM STANDARDS AND EVALUATION SERVICES
 MC No. 902423
 August 1, 2024 – July 31, 2027

Vendor	Location	Dollar Value of Contract Award	Small and Local Participation	
			Percentage	Dollar Amount
Mobile-Med Work Health Solutions, Inc. dba Work Health Solutions Principal: Dean Frieders	2101 Forest Avenue, Suite 220A San Jose, CA 95128	\$259,403	20%	\$51,881

SLEB Subcontracting Information				
Integral Consultants Occupational Medicine Principal: Ramon Terrazas Certified Small: 09-00264 Expiration: 9/30/24	1916 Tiffin Road Oakland, CA 94602		20%	\$51,881



**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of 7/24/2024, is by and between the County of Alameda, hereinafter referred to as the “County”, and Mobile-Med Work Health Solutions, Inc., dba Work Health Solutions, hereinafter referred to as the “Contractor”.

WITNESSETH

Whereas, County desires to obtain Pre-Employment Exam Standards and Evaluation Services which are more fully described in Exhibit A hereto (“Description of 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 Contractor to provide Pre-Employment Exam Standards and Evaluation Services, and Contractor accepts such engagement, on the General 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	Description of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Debarment and Suspension Certification
Exhibit E	Contracting Compliance Reporting Requirements

The term of this Agreement shall be from August 1, 2024, through July 31, 2027.

The compensation payable to Contractor hereunder shall not exceed Two Hundred Fifty-Nine Thousand Four Hundred Three dollars (\$259,403) for the term of this Agreement. The County neither warrants nor guarantees any minimum compensation to the Contractor under this Agreement. Payment to Contractor shall be based on actual services performed on behalf of the County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

MOBILE-MED WORK HEALTH SOLUTIONS,
INC., DBA WORK HEALTH SOLUTIONS

DocuSigned by:
Detra Dillon
By: _____
Signature

DocuSigned by:
Dean Frieders
By: _____
Signature

Name: Detra Dillon
(Printed)

Name: Dean Frieders
(Printed)

Title: Procurement Administrator

Title: Chief Solutions Officer

Date: 7/24/2024

Date: 7/16/2024

By signing above, the 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.



GENERAL TERMS AND CONDITIONS

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 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, damage, liability or expense is attributable to bodily injury, sickness, disease, 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, which arises out of or is any way connected with the performance of this agreement (collectively

“Liabilities”) except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees’ Retirement Association (ACERA) or California Public Employees’ Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor’s available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor’s insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor’s excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County’s own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. **WORKERS’ COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, 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.
6. **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 failures 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.
 - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.
7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
- a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
 - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.

9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **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 11 shall not extend to any computer software used to create such Documents and Materials.

12. **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 13 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.

13. **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 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
County Administrator's Office – Risk Management Unit
125 12th Street, 3rd Floor,
Oakland, CA 94607
Attn: Kimberly Mark, (510) 272-6698
Kimberly.mark2@acgov.org

To Contractor: Mobile-Med Work Health Solutions, Inc.,
dba Work Health Solutions
2101 Forest Avenue, Suite 220A
San Jose, CA 95128

Attn: Dean Frieders, (630) 292-4023
dean@workhealthsolutions.com

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.

14. **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.
15. **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.
 - 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.

16. **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 § 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.
17. **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 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.

18. **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 11 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.

19. **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.
20. **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 pre-employment exam standards and evaluation services shall not exceed \$259,403 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **SMALL LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:**

Contractor shall subcontract with *Integral Consultants Occupational Medicine (1916 Tiffin Road Oakland, CA 94602; Principal, Ramon Terrazas)*, for services to be provided under this Agreement in an amount equal to twenty percent (20%) of the contract value of this Agreement in accordance with County's Small and Emerging Local Business provision, which includes but is not limited to:

- a. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- b. As is applicable, Contractor shall ensure that the certification status of participating SLEB subcontractors is maintained in compliance with the SLEB Program for the term of this contract.
- c. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor–Controller Agency, Office of Contract Compliance & Reporting (OCCR).
- d. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System. Contractor and Contractor's small and/or emerging local businesses participating as subcontractors on the awarded contract are required to use the Elation web-based compliance system as described in Exhibit E (Contract Compliance Reporting Requirements) to report and validate payments made by Prime Contractors to the certified small and/or emerging local businesses. It is the Contractor's responsibility to ensure that they and their subcontractors are registered

and trained as required to utilize the Elation compliance system. SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

County will be under no obligation to pay contractor for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact OCCR via e-mail at ACSLEBcompliance@acgov.org.

22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, 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.
23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
24. **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.
25. **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 and includes 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.
26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. **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.
28. **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.

29. **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.
30. **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 Paragraph 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 require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
 - d. 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.
31. **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 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **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.
33. **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. 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.

- a. If Contractor is obligated to defend County pursuant to this Paragraph 33 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 and expenses (including attorney’s fees and costs) incurred in relationship with County’s defense and/or settlement of such proceeding.
- b. 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 that they become non-infringing, but equivalent in functionality and performance.
- c. Notwithstanding this Paragraph 33, 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.

34. **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.
35. **EXTENSION:** This agreement may be extended for two years by mutual agreement of the County and the Contractor.
36. **SIGNATORY:** By signing this agreement, 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.

[END OF GENERAL TERMS AND CONDITIONS]



EXHIBIT A

DEFINITION OF SERVICES

1. Contractor shall provide pre-employment exam standards and evaluation services with the Specific Requirements and Deliverables/Reports set on this Exhibit A, consisting of the following:

Exhibit A-1 (Specific Requirements and Deliverables)

- a. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal (RFP) No. 902423, including any addenda, the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFP and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFP and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.
 - b. The RFP and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.
2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Name	Title	Telephone	Email Address
Dr. Michael Tenison	Vice President of Medical Operations	503-919-1664	michael.tenison@workhealthsolutions.com
Erin Davis	Chief Clinical Officer and Occupational Health Nurse Practitioner	949-422-5351	erin@workhealthsolutions.com
Dean Frieders	Chief Solutions Officer / Corporate	630-292-4023	dean@workhealthsolutions.com
Sandy Rundall	Occupational Health Registered Nurse	309-781-2178	sandy.rundall@workhealthsolutions.com
Melissa Hall	Client Success Manager	919-785-6710	melissa.hall@workhealthsolutions.com
Bryan Willis	IT Director	650-585-2201	bryan@workhealthsolutions.com
Ramon Terrazas	Medical Director and Board Certified Occupational Health Physician	510-697-3757	ramon_terrzas@mac.com

Contractor 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 Contractor no longer be employed by Contractor during the term of this

Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.

3. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.



EXHIBIT A-1

SPECIFIC REQUIREMENTS AND DELIVERABLES / REPORTS

A. SPECIFIC REQUIREMENTS

1. Contractor must be qualified and experienced in developing pre-employment medical questionnaires and examination protocols by classification.
2. Contractor must be qualified and experienced in developing protocols for the annual examinations of safety employees.
3. Contractor must be qualified and experienced in reviewing medical exams for accuracy and protocol.
4. Contractor must be experienced in participating and assisting in the legal defense of protocols to challenges raised by candidates for employment who may object to or question the exam and its results, by providing information relating to medical and clinical best practices.
5. Contractor must be qualified and experienced in developing protocols for annual Tuberculosis (TB) testing by job classification, occupational exposure and Agency/Department.
6. Contractor must be qualified and experienced in developing protocols for vaccines by job classification, occupational exposure and Agency/Department.
7. Contractor must be qualified and experienced in developing respirator programs for public employees and public safety employees by job classification, occupational exposure and Agency/Department.
8. Contractor must possess the following areas of expertise and knowledge:
 - a. A thorough knowledge of the essential physical, psychological and environmental components for the jobs in each of the County's agency/department job classifications;
 - b. Medical expertise to gather all necessary and appropriate medical information upon which to base safe placement;
 - c. Extensive knowledge of the medical and clinical considerations relevant to legal constraints within which hiring decisions must be made; and
 - d. Working knowledge in the subject areas of occupational health, the Americans with Disabilities Act (ADA), U.S. Department of Transportation (DOT), Federal Motor Carrier Safety Administration (FMCSA), Health Insurance Portability and

Accountability Act (HIPAA), Department of Fair Employment and Housing (DFEH), Peace Officer Standards and Training (P.O.S.T), and National Fire Protection Association (NFPA) guidelines, and other State and federal regulations and/or guidelines which may apply to the County's workforce.

B. Deliverables/Reports:

1. Contractor must develop legally defensible, pre-employment, medical exam protocols for every County job classification in each agency/department within one (1) year from the contract effective date. Protocols must be updated as new classifications are added or existing ones are modified within 10 days of the addition/modification. Contractor must:
 - a. Conduct series of intake meetings with the County to:
 - (1) Identify County's existing policies and standards and triage the protocols that are of the greatest urgency based on the County's needs, anticipated hiring practices, and any obvious/significant defects.
 - (2) Discuss County's preferences about adoption of new technologies and approaches.
 - (3) Understand County departments/agencies' unique working environment, the relationship between management and non-management staff, and any constraints that may impact position descriptions or occupational health surveillance programs (such as collective bargaining agreements that incorporate specific requirements or limitations).
 - (4) Understand County's selected medical providers' capabilities and limitations.
 - (5) Present a timeline and recommended order for review for County's approval to ensure timely completion of protocols.
 - (6) Establish restricted access SharePoint site to share, update, and edit documents, incorporating recommendations for review by the County.
 - (7) Conduct and utilize ongoing status meetings to review proposed changes and discuss rationale behind the recommendations.
 - b. Provide medical and clinical feedback regarding laws and regulations by:
 - (1) Closely monitoring changes in laws and regulations related to medical examination standards and workplace health.

- (2) Analyzing the implications of the changes on the County's protocols and providing timely interpretations and recommendations for modification of medical/physical standards and related practices. This involves conducting thorough reviews of legal documents, regulatory updates, and industry guidelines to ensure compliance with medical and clinical best practices.
 - (3) Providing medical and clinical feedback regarding accommodation agreements and clarifying restrictions to accommodate individuals with disabilities while maintaining workplace safety standards by liaising with government agencies, legal counsel, and relevant stakeholders to address medical and clinical concerns.
 - c. Provide a client status board visible to the County's primary project stakeholders displaying updates in real time. Relevant files are to be attached and accessible.
 - d. Conduct ongoing coordination meetings with the County to:
 - (1) Regularly review the work product to date to ensure alignment of the Contractor's recommendations with the County's needs and preferences.
 - (2) Invite collaboration with the County's various departments/agencies, key stakeholders, medical providers, and legal advisors.
2. Based on the protocols, Contractor must provide a sortable matrix of the tests that are required for each job classification/department and update it as new job classes Essential Functions Job Analyses are created, or existing ones are modified. The matrix must be updated and provided to the County each quarter in a format that will allow lookup by agency/department and position as well as highlight the appropriate exam type and other recommended tests (e.g. vaccinations, respirator test, TB, etc.). The matrix must be able to provide reports by agency/department.
 3. Contractor must update and validate the Medical History Questionnaire in the first year of the contract and update it as needed to ensure accuracy.
 4. Contractor must provide training to educate the agencies/departments and medical providers on implementing the pre-employment medical exam protocols effectively. A minimum of four trainings must be conducted in the first year and annually in subsequent years of the contract. Trainings must be delivered either in-person or remotely based on the parties' mutual agreement from time to time. Remote trainings must allow the County to record the content and use it for future familiarization.
 5. Contractor must assist in the legal defense of the protocols in the event that they are challenged, at no additional cost to the County. Contractor must:

- a. Thoroughly review the established protocols and ensure they are compliant with relevant regulations by the project team.
 - b. Conduct in-depth research and analysis to support Contractor's legal team in presenting industry standard evidence, medical best practices, and regulatory compliance to support the validity of the protocols.
 - c. Testify on behalf of the County in legal proceedings or collaborate with external legal counsel to safeguard protocols.
 - d. Support the County with expert testimony from the project team as needed.
 - e. Engage with the County to understand its workplace conditions and the impacts that various groups, such as employee collective bargaining groups and labor unions, may have on policy and outcome to prevent litigation.
6. Contractor must assist the County in determining which job classifications, occupational exposures, and agencies/departments do not need a pre-employment medical exam and/or pre-employment medical questionnaire. Contractor must:
- a. Conduct comprehensive assessments of job classifications, occupational exposures, and specific roles within the County.
 - b. Analyze factors including but not limited to job duties, environmental hazards, and health risks.
 - c. Provide medical and clinical analysis that involves consulting relevant laws, regulations, and industry guidelines to ensure accurate determinations.
7. Nothing contained herein shall require the Contractor to perform legal services, nor to provide legal analysis of any law or regulatory standard; Contractor's services shall be limited to the provision of medical and clinical feedback regarding best practices. Contractor's indemnification obligations shall not extend to any legal services or legal interpretation of laws or regulatory standards. The Parties acknowledge that Contractor is not a law firm, is not licensed to provide legal services, and does not provide legal services. Contractor shall provide medical and clinical recommendations and best practices, as well as testimony in support of its recommendations, and County shall determine and direct the standards to be utilized in the final work product.
8. Contractor must develop appropriate surveillance tests, and in doing so, Contractor must assist the County in determining which job classifications, occupational exposures, and agencies/ departments need annual surveillance and the types of surveillance tests that they need. Contractor must conduct risk assessments and recommend appropriate surveillance tests by staying up to date with evolving health and safety regulations to ensure compliance.

9. Contractor must develop a vaccine protocol, and in doing so, Contractor must work with the County in determining which job classifications, occupational exposures, and agencies/ departments need vaccines and the types of vaccines that they need. Contractor must also provide guidance on vaccination schedules, administration procedures, and maintaining immunization records in compliance with regulatory standards.
10. Contractor must develop a TB testing protocol, and in doing so, Contractor must work with the County in determining which job classifications, occupational exposures, and agencies/departments need TB tests.
11. Contractor must develop a Respirator Program, and in doing so, Contractor must work with the County in determining which job classifications, occupational exposures, and agencies/departments need respirators.
12. Contractor must provide recommendations to modify existing protocols, as well as assist departments with accommodation agreements and restriction clarifications upon interpretation of existing and/or new laws and regulations affecting medical exam standards.
13. Contractor must have the staff capabilities for ongoing communication and coordination of services with the County's current providers of pre-employment / post-offer, drug and alcohol, psychological, and other examinations to ensure accuracy and provide assistance. Contractor must:
 - a. Establish dedicated communication channels to ensure seamless coordination, with designated points of contact readily available to address inquiries or concerns promptly.
 - b. Implement regular updates and reporting systems to keep all stakeholders informed of examination progress and any relevant developments.
 - c. Streamline processes by standardizing protocols, leveraging technology, and implementing quality assurance measures to ensure accuracy and efficiency.
 - d. Adopt collaborative approaches by actively seeking input and feedback from the County's providers to optimize services and utilize their expertise.
 - e. Provide responsive customer support to address inquiries, resolve issues, and accommodate special requests to ensure effective service delivery.
 - f. Adopt and refine services to meet evolving needs by continuously seeking feedback for improvement.
 - g. Contractor shall not be responsible for coordinating, scheduling or monitoring individual examinations or applicants.

14. Difficult or outside-the-area pre-employment exams (conditional placement):
 - a. Assist with finding clinics for candidates that live outside the service area of the current occupational health provider by utilizing Contractor's network of occupational health providers or provide direct services through SLEB subcontracting doctor or Contractor's mobile service teams;
 - b. Ensure that the clinic provides testing to meet the exam protocols for particular positions by communicating these protocols to the selected clinics and verify their capability to conduct tests according to the specified requirements (provided that Contractor shall be entitled to rely upon the representations of clinics with regard to their capabilities and shall not be responsible or liable for any direct validation or confirmation of skill or status);
 - c. Schedule appointments and coordinate communication with candidates by providing instructions and necessary documentations to the candidates regarding the exam requirements and appointment details, and maintain open communication channels to promptly address any queries or concerns raised by the candidates; and
 - d. Ensure agencies/departments receive timely reports of exam results by establishing protocols for securely handling sensitive medical information in compliance with privacy regulations and monitor progress of each exam closely and intervene if any delays or issues arise during the reporting process.
 - e. Execution plan to facilitate out-of-area pre-employment exams:
 - (1) Initial Assessment: Start by thoroughly reviewing the program requirements to identify any potential challenges and the resources needed. This ensures that the scope of work is understood and there is effective resource planning.
 - (2) Network Expansion: Strengthen partnerships with additional occupational health clinics aiming to broaden reach and accessibility for all candidates regardless of locations.
 - (3) Protocol Standardization: Develop standardized protocols for various types of pre-employment exams to streamline the process and ensure consistency across different clinics and exams.
 - (4) Candidate Outreach: Proactively reach out to candidates to provide clear instructions and support throughout the process ensuring clear understanding of requirements and steps.

- (5) Appointment Coordination: Utilize scheduling software to efficiently manage appointments to minimize scheduling conflicts and facilitate a smooth process for both candidates and clinics.
- (6) Communication Framework: Establish a robust communication framework to facilitate seamless interaction among candidates, clinics, and agencies/departments.
- (7) Result Tracking: Implement a robust tracking system to allow close monitorization of the progress of each exam and intervene promptly if any delays or issues arise.
- (8) Continuous Improvement: Solicit feedback from all stakeholders and regularly evaluate the effectiveness of the process to make necessary adjustments and enhance efficiency and satisfaction for all parties involved.
- (9) The Parties shall collaborate on the identification of factors which shall be used to identify those placements that constitute difficult or out of area, for purposes of this section. Contractor shall not be obligated to serve as a guarantor of any such services or their quality or completeness. Contractor's indemnification obligations shall not extend to the services of any third parties, such as clinics providing services under this section.



EXHIBIT B

PAYMENT TERMS

1. County will use its reasonable efforts to make payment to Contractor upon successful completion and acceptance of the following services listed within thirty (30) days upon receipt and approval of invoice.

Description	Unit of Measure	Year 1 Unit Cost	Year 2 Unit Cost	Year 3 Unit Cost
Develop a County Pre-employment Medical Exam Program for existing classifications to include but not limited to the following: a. Exam Protocols & sortable Matrix b. Medical History Questionnaire c. Medical Exam Waivers d. Annual Medical Exam Surveillance e. Vaccine Program f. Respirator Program g. TB Program	Lot	\$165,926.41		
Update requirements for the County Pre-employment Medical Exam Program for modified classifications. Approximate 68 classification revisions per year.	Each	\$125.00	\$128.75	\$132.61
Develop requirements for the Pre-employment Medical Exam Program for new classifications	Each	\$125.00	\$128.75	\$132.61
Review and consult on Conditional Placement Exams	Each	\$225.00	\$231.75	\$238.70
Conduct Implementation Trainings (4 times in first year, annually thereafter)	Lot	\$750.00		

2. Invoices will be reviewed for approval by the County Administrator's Office - Risk Management Unit.
3. Total payment under the terms of this Agreement will not exceed the total amount of \$259,403. This cost includes all taxes and all other charges.



EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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 minimum insurance coverage, limits and endorsements. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto or Hired and Non-Owned Autos Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) As required by State of California	WC: Statutory Limits EL: No less than \$1,000,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$2,000,000 per occurrence \$2,000,000 project aggregate

E Endorsements and Conditions:

1. **ADDITIONAL INSURED:** County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Auto policy shall contain or be endorsed to contain additional insured coverage for the County.
2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement 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. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor' insurance and shall not contribute with it. 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 acceptable 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. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self –insured retention may be satisfied by either the named insured or County.
5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by 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. Coverage shall be at least as broad as in the ISO Forms named above.
 - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".
7. **CANCELLATION OF INSURANCE:** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.
8. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.



EXHIBIT D

COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR (COMPANY): Mobile-Med Work Health Solutions, Inc.

NAME/TITLE OF AUTHORIZED SIGNER: Dean Frieders Chief Solutions Officer

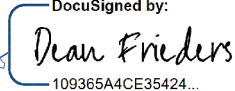
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EXHIBIT E

**COUNTY OF ALAMEDA
CONTRACT COMPLIANCE REPORTING REQUIREMENTS**

The County of Alameda utilizes Elation Systems, a third-party compliance system to monitor subcontractor utilization requirements.

County project managers will provide a special access code to contractors and subcontractors participating in this contract to allow them to register to use Elation Systems (at <https://www.elationsys.com/APP/>) free of charge.

Upon receipt of signed contract documents, the prime contractor shall immediately enter subcontractors (contributing towards utilization requirements) in the System, confirm payments received from the County within five business days in the System, immediately enter payments made to subcontractors, and ensure that subcontractors confirm they received payments within five business days in the System. Subcontractors shall confirm their payments received from the prime contractor within five business days in the System.

Elation Systems support, resources, and assistance are available online to registered contractors awarded a contract as a result of this bid process for this project and participating registered subcontractors.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and able to utilize Elation Systems as required.