

STATE OF CALIFORNIA
PRISON HEALTH CARE SERVICES
3701 North Freeway Blvd, Sacramento, CA 95834
P.O. Box 4038, Suite 3701, 95812-4038

J. Clark Kelso, Receiver



December 3, 2009

TO: PROSPECTIVE BIDDER

RE: REQUEST FOR PROPOSAL (RFP) 09341, ADDENDUM NUMBER 6

CPHCS has attached responses to a portion of the questions that have been brought forth by potential contractors.

This RFP has been amended and the changes are included in the attached addendum #6.

If you have any questions or need assistance from this office, please do not hesitate to contact Debra Jones at debra.jones@cdcr.ca.gov.

**Responses to Vendor Questions
Request for Proposals
For Temporary/Relief On-Site Nursing Services
(Registered Nurse, Licensed Vocational Nurse and Certified Nursing Assistant)
California Adult Prison Facilities
RFP Number 09341**

Addendum 6

Question	Response
Will a scoring matrix worksheet that awards certain points to each set of criteria be used?	Yes, a scoring matrix will be used to evaluate the respondent's proposal. A minimum number of points must be achieved in order for the Respondents proposal to move to the next phase of the evaluation process, the opening of the bid rate. The Request for Proposal Requirements have been revised to include an evaluation process which utilizes a scoring matrix. A Revised Request for Proposal Requirements is attached in their entirety to this response.
Exhibit B-2 excel worksheet is not calculating correctly.	The formulas contained in the B-2 Rate Sheet have been corrected and a revised Exhibit B-2, Rate Sheet is attached to this response.
Page 4 of 11 item f: Can you define "technical analysis"? What type of metrics would the Receiver's office be referring to?	The evaluation criteria have been revised and the oral interview which included a technical analysis and presentation has been eliminated. Revised Request for Proposal Requirements are attached in their entirety to this response.
This bid is not to exceed 25 double-side pages. What documents will be included in the 25 page maximum allotment? Will the 24 page rate sheet pages in Exhibit B-1 be included in the 25 page maximum?	The 25 pages of the proposal shall include an executive summary, information regarding the respondent's qualifications to provide temporary/relief on-site nursing services, information on the respondent's ability to commit the necessary resources to meet the needs of the CDCR/CPHCS, professional references, the qualifications of key executive personnel, information on legal actions taken against the respondent, disclosure about whether respondent's

	<p>company has defaulted in its performance on a contract in the last five years, and information about any conflict of interest.</p> <p>The bid rate which shall be submitted on Exhibit B-2, Rate Sheet is not included in the 25 pages of the proposal.</p> <p>The Request for Proposal Requirements have been revised to clarify the contents of the proposal its submission and that of the bid rate. A revised Request for Proposal Requirements is attached in its entirety to this response.</p>
<p>Regarding the tracking of hours worked – when a nurse comes to us from another agency or another state department, will there be a method of obtaining reported hours worked from CPHCS?</p> <p>Restrictions for hours worked: Nurses cannot work over 975 hours a year including hours they work at any other facilities. How will we track hours they work for other contracts?</p>	<p>CPHCS will not be able to provide information on the employment work history of registry personnel. Contractor should be conducting background employment checks to verify former employment.</p>
<p>How is a rate determined to be reasonable?</p> <p>What steps is CDCR going to take to ensure that bids are “responsible” in terms of pricing? Or are you not concerned about performance? For example, if a bidder submits a \$35 bid for RN’s, which is clearly not sustainable, will CDCR accept such a bid and risk non-performance?</p> <p>What measures will be put in place to ensure performance?</p> <p>The RFP seems to suggest that the award will be based upon pricing rather than quality of care. Is this accurate?</p>	<p>CPHCS will use a scoring matrix which assigns points to the criteria included in the proposal to judge the ability of the respondent to meet the requirements for the delivery of temporary/relief on-site nursing services. Only those respondents whose proposals achieve the minimum number of required points will have their bid rate evaluated.</p> <p>CDCR is concerned about performance and will consider the bidders qualifications and experience providing nursing services similar in scope to those that exists within the CDCR/CPHCS Healthcare setting, and not just the hourly rate. The Request for Proposal Requirements has been revised to include an evaluation process that utilizes a scoring matrix. A Request for</p>

	<p>Proposal Requirements is attached to this response in its entirety.</p>
<p>Are we to provide the cost proposal on the Exhibit B-2 Rate Sheet that was provided in the RFP? I am having trouble figuring out just what section the actual bid will be going into, can you advise?</p> <p>Also, are we to include all of the information provided on the bid submittal checklist? If this is the format are these pages included in the 25 pages allotted for the RFP format?</p> <p>The cost proposal is still the most misunderstood and ambiguous part of this RFP. Addendum number 3 begins to address the problem, but only touches on the bid section of the RFP, not on the proposal section. Please clarify what CPHCS is looking for in the cost proposal section of the RFP, which is mentioned on page 9 of the RFP? Do we get to charge more to the state that the amount stated in the bid? If not, what "cost" are we supposed to propose in the Cost Proposal?</p>	<p>Yes, the cost proposal or actual bid shall be submitted on the Exhibit B-2, Rate Sheet.</p> <p>The items identified on the Bid Submittal Checklist will not be counted in the 25 pages allotted for the RFP proposal. These items will be included in the Proposal's Appendix.</p> <p>No, you may not charge more to the State than the amount stated in the bid. The cost proposal is the respondent's bid rate and shall be reported on Exhibit B-2, Rate Sheet. The bid rate shall consist of the hourly salary paid to the RN, LVN and/or CNA, and the respondent's rate per hour for their indirect administration costs. The Request for Proposal Requirements have been revised to clarify what is required of the cost proposal. A revised Request for Proposal Requirements is attached to this response in its entirety.</p>
<p>On the hourly rate schedules that you provided, will the basis of award be added together as indicated or separated by license? A bidder may put in a low rate for RN with no intent to provide service and high in CNA and LVN rates. The total may come out to a low bid for that particular group. I feel that this would be detrimental to the departments overall plan to increase quality and decrease costs.</p>	<p>No, agreements will be awarded separately based upon each license type.</p>
<p>Page 6, Item J – Detailed list of costs. Can you provide an example? Is this sufficient detail? Hourly wage \$27 per hour; housing/furniture costs \$1,500 per month; travel/airfare \$500 per assignment.</p>	<p>Respondents are not required to provide a detailed list of costs. The bid rate shall consist of the hourly salary for the RN, LVN and/or CNA, and the rate per hour that respondent proposes to charge for their indirect administrative costs. Item J</p>

	<p>of the Evaluation Criteria was revised in Addendum #3 and eliminated the requirement for a detailed list of administrative costs. The link to Addendum #3 is http://www.cphcs.ca.gov/project_rfp.aspx.</p>
<p>In addendum # 2 CPHCS defers to the registry to determine its nurses whereas addendum # 3, Exhibit A #13 states that "Provider shall withhold Federal and State income taxes for compensation paid to assigned personnel". The withholding of Federal/State Income Taxes is consistent with the use of Independent Contractors and, as such the language found in Addendum #3, Exhibit A #13 would exclude their use. Is this the intention of the RFP?</p>	<p>The contract does not preclude the use of subcontractors to provide services.</p>
<p>What is the holiday billing schedule?</p>	<p>There are no observed holidays for this RFP. Consequently, there is no holiday billing schedule.</p>
<p>The RFP requires that the vendors are able to support all 33 facilities. How will this be assessed and evaluated.</p> <p>For proposals that meet the criteria to perform, will CDCR accept and award all bids that are priced below the cap?</p>	<p>Respondents are not required to submit bid rates for all 33 institutions. CPHCS will utilize a scoring matrix to judge the ability of the respondent to meet the requirements of the RFP and deliver services to the institutions.</p> <p>Respondents whose proposals achieve the minimum number of required points will have their bid evaluated, with contract(s) awarded to the lowest responsible bidder meeting the requirements outlined in this RFP. Bid rates that exceed the maximum hourly rates specified in the RFP will not be considered.</p>
<p>Will CPCS publish a new RFP in its entirety, including attachments and exhibits, in a single document, so it can be viewed without piecing them together from the multiple addenda on the website?</p>	<p>Yes, a new RFP will be published in its entirety and is attached in response to this question.</p>

**CALIFORNIA PRISON HEALTH CARE RECEIVERSHIP CORPORATION
OFFICE OF THE RECEIVER**

**REQUEST FOR PROPOSALS
FOR TEMPORARY/RELIEF ON-SITE NURSING SERVICES
(Registered Nurse, Licensed Vocational Nurse
and Certified Nursing Assistant)
CALIFORNIA ADULT PRISON FACILITIES
RFP Number 09341, Addendum #6**

December 3, 2009

PROPOSALS DUE: 2:00 p.m. January 21, 2010

CONTACT:

**Debra Jones, Section Chief,
Medical Contracts - Section 1
California Prison Health Care Services
P.O. Box 4038, Suite 3701
Sacramento, CA 95812-4038
Email: Debra.Jones@cdcr.ca.gov**

REQUEST FOR PROPOSAL REQUIREMENTS

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Attachments:

- A. Bid Submittal Checklist
 - B. Sample Standard Agreement (STD 213)
 - Scope of Work (Exhibit A)
 - Budget Detail and Payment Provisions (Exhibit B)
 - Bid Proposal (Exhibit B-1)
 - Rate Sheet (Exhibit B-2)
 - General Terms and Conditions for Private Contractors (Exhibit C)
 - Special Terms and Conditions & Additional Provisions (Exhibit D)
 - Definitions (Exhibit F)
 - Business Associates Agreement (HIPAA) (Exhibit G)
 - List of Participating Institutions (Exhibit H)
 - List of Regional Accounting Offices (Exhibit I)
 - Map of the California Department of Corrections and Rehabilitation Institutions (Exhibit J)
 - Hierarchy Chart (Exhibit K)
 - Standard Contractor Certification Clauses (CCC-307)
 - Payee Data Record (STD 204)
 - Subcontractor/Consultant List
 - OBS 550 – Non-Small Business Subcontractor Preference Request
 - OBS 551 – Small Business Subcontractor/Supplier Acknowledgement
 - Sample Certificate of Insurance
 - CDCR 1786 DVBE Participation in Exempt Contracts
 - Darfur Contracting Act
 - Reference Information Sheet, Attachment 1
 - Monthly Service Report, Attachment 2
 - Reference Questionnaire, Attachment 3
- (CPHCS WILL SUBMIT THE REFERENCE QUESTIONNAIRE TO ALL REFERENCES UPON RECEIPT FROM RESPONDENT OF THE REFERENCE INFORMATION SHEET, ATTACHMENT 1)**

I. REQUEST

The Receiver of the California Department of Corrections and Rehabilitation's ("CDCR") California Prison Health Care Services ("CPHCS") is requesting proposals for temporary and relief on-site nursing services for: Registered Nurse ("RN"), Licensed Vocational Nurse ("LVN") and Certified Nursing Assistant ("CNA"). The selected vendor(s) will be engaged to provide on-site nursing services at some or all of the thirty-three statewide institutions. The contract(s) awarded by the Receiver will be a service agreement with CDCR.

II. BACKGROUND

A. General Background

As a result of the State of California's ongoing failure to provide medical care to prison inmates at constitutionally acceptable levels, the United States District Court for the Northern District of California has established a Receivership to assume the executive management of the California prison medical system and raise the level of care up to constitutional standards. On February 14, 2006, the Court appointed its first Receiver and granted him, among other powers, the authority to exercise all powers vested by law in the Secretary of the CDCR as they relate to the administration, control management, operation, and financing of the California prison medical health care system. The Court replaced the first Receiver and appointed J. Clark Kelso as the Receiver on January 23, 2008 and granted the same powers over the CDCR medical health care system.

The Court's actions stem from the case *Plata v. Schwarzenegger* – a class action law suit brought on behalf of the CDCR's adult inmates. Applicants should refer to the Court's October 3, 2005 "Findings of Fact and Conclusions of Law Re Appointment of Receiver" and the Court's February 14, 2006 "Order Appointing the Receiver" for further information regarding the conditions underlying the Receivership and the powers and responsibilities of the Receiver. These and other relevant documents can be found on CPHCS website at http://www.cphcs.ca.gov/project_rfp.aspx.

B. Nursing and Registry Services

While problems identified by the Court and the Receiver reach into almost every element of the medical care system, the use of registry staff to temporarily provide coverage is critical to medical needs of the patient-inmates of CDCR/CPHCS. The coverage is without question to ensure the continuity of care while state employed nursing service vacancies exist and/or coverage for extended time off is not available. The prior use of registry contracts for these services through the State Contracting Process has resulted in failures of "low bid" registries to perform their obligations under their contracts and provide the CDCR/CPHCS with available nursing services. This resulted in increased expenditures due to use of registries with higher rates and delays in medical services being provided.

Equally problematic has been the rates proposed by many registries, which have ranged higher than civil service compensation levels. There appears to be unwarranted disparity between prior proposed rates and the rates currently afforded to other health systems. Thus, going forward the Receiver will not award contracts to: registries unable to demonstrate the ability to provide services for some or all of the thirty-three (33)

institutions; registries with rates substantially higher than rates charged other health systems, and/or rates that substantially impair the Receiver's ability to recruit and retain qualified civil service employees.

With the current budget crisis and problematic issues involving registry services this Request For Proposal (RFP) is now seeking solutions to providing reliable, high quality and cost effective temporary and relief nursing services in the prisons. Proposals should be compatible with the Receiver's priority to recruit and retain quality civil service employees.

III. ANTICIPATED SCOPE OF SERVICES

The selected contractor(s) shall provide all necessary labor, staff, transportation, licenses, permits, and certificates necessary to provide temporary and relief on-site nursing services as needed by the CDCR/CPHCS for some or all of the thirty-three (33) institutions. A sample of the scope of work(s) is included in the attached sample contract. The attached contract is provided as a sample only and may not be the final form of agreement negotiated by the Receiver.

IV. SELECTION AND CONTRACTING PROCESS

In its November 8, 2006 Supplemental Order Re State Contracts, United States District Court for the Northern District of California excused the CDCR/CPHCS from the State requirement for competitive bidding medical provider contracts at the present time while the Receiver restructures the CDCR's contract bid, procurement, management and payment processes. Although the Receiver may negotiate directly with, and select, service providers without the need for competitive bidding, the Receiver finds it most advantageous at this time to solicit solutions for the CDCR/CPHCS temporary and relief nursing staffing needs.

An evaluation committee (the "Committee") will review the submitted proposals in accordance with submittal requirements and evaluation criteria set forth below and will recommend to the Receiver a short list of respondents for further consideration.

The Committee will then make a final evaluation and submit its recommendation to the Receiver. The Receiver will make a final determination with one or more of the respondents that have submitted their proposals.

The Receiver reserves the right to seek clarification of information submitted in response to this RFP and/or request additional information during the evaluation process. The Receiver reserves the right to accept or reject any or all proposals and selections when it is determined, in the sole discretion of the Receiver, to be in the best interest of the Receiver and CDCR/CPHCS.

The Receiver intends to enter into single and multiple services agreements with selected Respondents promptly upon selection. Prior to commencing the services, the selected contractor(s) must sign the agreement with the CDCR/CPHCS, provide proof of insurance and satisfy any other State requirements. The agreement will be substantially similar to the sample CDCR/CPHCS agreement attached to this RFP and will also include the General Terms and Conditions and Contractor Certification Clauses set forth at:
<http://www.documents.dgs.ca.gov/ols/GTC-307.doc> and

<http://www.documents.dgs.ca.gov/ols/CCC-307.doc>. The attached contract is a sample only and may not be the final form of agreement required by the Receiver.

The Agreement(s) are anticipated to be for a period of 24 months with an option to extend the term for an additional 12 months.

V. EVALUATION CRITERIA

The Committee will review Proposals in accordance with the following criteria:

- A. Respondent's proven experience, capabilities and resources (including the availability of bilingual [Spanish/English] staff), at both organizational and individual levels, in providing temporary and relief nursing services to programs comparable in size, scope of work, and urgency as found within the CDCR/CPHCS healthcare setting.
- B. Qualifications, availability and commitment of key executive staff. Respondents shall clearly identify the key executive staff that will manage the delivery of registry services, and what role each is anticipated to fulfill in connection with this project.
- C. Respondents are encouraged to provide one flat rate for all institution groupings on Exhibit B-2, Rate Sheet. However, if respondent does not have capacity to provide services statewide, the respondent is not required to propose rates for services to all institution groupings.
- D. Proven systems, management techniques, required expertise and resources designed to facilitate timely, high quality and reliable registry services
- E. Completeness and comprehensiveness of response to this RFP and compliance with the submittal requirements.
- F. Legal actions that might affect Respondent's ability to perform as contracted.
- G. Absence of any relationship that could constitute a conflict of interest or otherwise impede the ability of the Respondent to protect the interests of the Receiver.
- H. Contractor must meet one of the following criteria:
 - 1. Hold certification as a Health Care Staffing Service (HCSS) by the Joint Commission of the Accreditation of Healthcare Organizations (JCAHO)

Or

 - 2. For non-JCAHO certified respondents, submit reference information as required on Attachment 1, Reference Information Sheet. References must be from all CDCR/CPHCS facilities that Contractor has provided temporary and relief RN, LVN and CNA services to within the past twenty-four (24) months or; if no past experience with CDCR/CPHCS, from at least three organizations providing services of similar scope to those that exist within the CDCR/CPHCS healthcare setting. **Experience may not be considered if complete reference data is not provided or if the named client contact is unavailable or unwilling to share required information.**

CPHCS will submit a Reference Questionnaire (see Attachment 3) to all references identified by the Respondent on the Reference Information Sheet (Attachment 1). The Reference Questionnaire (Attachment 3) is NOT to be submitted by Respondents to their identified references or included in their proposal submission.

- I. Contractor shall provide a listing of the proposed hourly rates as required on Exhibit B-2, Rate Sheet for each institution grouping and nursing service type (RN, LVN, CNA) for which Contractor proposes to provide services. Identified Institution Groupings and nursing service types can be found on Exhibit B-2, Rate Sheet, of the attached sample Agreement. Proposed hourly rates must be at or below the salary cap identified below for each nursing service type. The maximum proposed hourly rate for each of the nursing service types is as follows:

RN –\$75.80 per hour
 LVN –\$38.24 per hour
 CNA -\$26.29 per hour

- J. Contractor must indicate their organizations ability to track, monitor, report, and ensure that each individual staff/employee performing services under the contract does not exceed 975 hours of performing services for the State during each one year period (July 1 – June 30) of this agreement. This includes any hours worked with a different registry, vendor, or contractor for any State agency, department, board, commission, or other State entity. See Attachment 2, sample Monthly Service Report.
- K. Contractor’s ability to comply with all federal and State statutes, regulations, rules, and policies for the payment of federal and State income taxes for compensation that Contractor receives under the terms of this Agreement. Contractor shall withhold federal and State income taxes for compensation paid to assigned personnel for services provided under the terms of this Agreement.

VI. SUBMITTAL REQUIREMENTS

RFP Schedule – Note: The following dates are set forth for informational and planning purposes only and are subject to change.

- A.

Event	Date
RFP Issued	October 14, 2009
Deadline for questions regarding RFP	November 10, 2009
Responses to questions	November 24, 2009
Bidder’s Conference	December 8, 2009
Deadline for questions	December 15, 2009
Responses to questions	January 7, 2010
Proposal Due Date	2:00 p.m. on January 21, 2010
Contract award(s) *	January 28, 2010 – Estimate
Project start date*	March 1, 2010 – Estimate
* These dates are subject to change	

B. Funding

The bid cap for this RFP has been set for each temporary and relief nursing service type. Bid rates received from respondents may be at or below the following identified hourly rates:

RN: \$75.80 per hour
LVN: \$38.24 per hour
CNA: \$26.29 per hour

Any bid received that exceeds the above-identified bid cap per service type will be rejected. Respondents who are awarded contracts will contract to provide services in the manner described in Section VI. D.

C. Addenda

Any questions regarding the RFP must be submitted **in writing** to the contact person identified on the cover of this RFP. CPHCS will, at its discretion, respond to questions in an addendum. Any necessary information not included in this RFP that CPHCS deems necessary and relevant to responding to the RFP will also be issued in an addendum. CPHCS makes no guarantee that all questions submitted will be answered.

Addenda will be posted on CPHCS website at:
http://www.cphcs.ca.gov/project_rfp.aspx

D. Multiple Agreements

The State reserves the right to award multiple Agreements for backup purposes. When services are needed, the "primary" contractor, defined as the lowest responsible bidder, will be contacted first. IF and ONLY IF, the primary contractor is unable to provide services, the "secondary" contractor, defined as the second lowest responsible bidder, will be contacted. This process will be repeated based on the number of Agreements awarded and will take place each time the institution contacts the Contractor to provide services.

The State intends to award as many Agreements as are necessary for backup purposes. Each Agreement will have a separate Agreement number and include all of the information contained in the bid document for the institutions awarded to that contractor.

E. Format

Proposal should be clear, concise, complete, well organized and demonstrate both Respondent's qualifications and its ability to satisfy the requirements of this RFP.

All proposals must be submitted under **sealed** cover and sent to the CPHCS by the dates and times shown in Section VI, Submittal Requirements, Item A., RFP Schedule, (page 5). Proposals received after this date and time will not be considered.

Five (5) bound copies of the Proposal that do not include the bid price or cost information should be provided, with all materials spiral bound into books of approximately 8-1/2" x 11" format, not to exceed twenty-five double sided pages total length. At least one (1) copy must contain original signatures and be marked "ORIGINAL COPY". The bid or cost information shall be reported on Exhibit B-2, Rate Sheet and submitted in a sealed envelope separate from the bound proposal.

Pages of the proposal must be numbered. We will not count, in the total number of pages, the graphic cover sheet, cover letter, table of contents, blank section dividers (tabs), explanation about legal actions, a maximum of six (6) resumes, and the documents identified in the Checklist of Required Attachments (Page 9, Item 10) which shall be included in the Appendix. The entire Proposal shall also be submitted in electronic (pdf) format on CD, organized in the same manner as the printed submissions.

The Proposal shall be placed in a sealed envelop that is plainly marked with the RFP number and title, your organization's name and address, and must be marked with "DO NOT OPEN", as shown in the following example:.

(Organization Name and Address)
(RFP Number)
(RFP Name)

DO NOT OPEN

If the proposal is made under a fictitious name or business title, the actual legal name of respondent must be provided.

One original copy of the bid which shall be reported on Exhibit B-2, Rate Sheet must be submitted with the bound proposal in a separate sealed envelope. The envelope should be affixed to the outside of the proposal package and marked "sealed cost proposal – DO NOT OPEN."

Proposals and bids not submitted under sealed cover and marked as indicated above may be rejected.

Mail or deliver proposals to the following address:

MAIL DELIVERY: California Department of Corrections and Rehabilitation
California Prison Health Care Services
Attention: Debra Jones
P.O. Box 4038, Room 3701
Sacramento, CA 95812-4038

OVERNIGHT MAIL: California Department of Corrections and Rehabilitation
California Prison Health Care Services
Attention: Debra Jones
510 I Street, Room 3701
Sacramento, CA 95814

HAND DELIVERY: California Department of Corrections and Rehabilitation
California Prison Health Care Services
Attention: Debra Jones
3701 North Freeway
Sacramento, CA 95834

All respondents are requested to follow the order and format specified below. Please tab each section of the submittal to correspond to the numbers/headers shown below.

Respondents are advised to adhere to submittal requirements. Failure to comply with the instructions of this RFP may be cause for rejection of submittals.

The Receiver reserves the right to waive any informality in any submittal and/or to reject any or all submittals. The Receiver reserves the right to seek clarification of information submitted in response to this RFP during the evaluation and selection process. The Committee may solicit relevant information concerning the organization's record of past performance from previous clients or consultants who have worked with the Respondent.

F. Contents

The Proposal must include the following items:

1. A cover letter signed by an officer of the organization submitting the Proposal, or signed by another person with authority to act on behalf of and bind the organization. The cover letter must contain a commitment to provide the required services described with the personnel specified in the submission. The letter should certify that the information contained in the Proposal is true and correct. Please also indicate the contact person(s) for the selection process along with their contact information.
2. Executive Summary: The Executive Summary must include a clear description of the primary advantages of contracting with your organization. It should also include a brief explanation of how the Respondent satisfies the evaluation criteria, and a brief statement that demonstrates Respondent understands the desired services.
3. Demonstration of the Respondent's Qualifications: Please provide the following information:
 - a. Your company's name, business address and telephone numbers, including headquarters and local offices.
 - b. A brief description of your organization, including legal form of your organization, names of principles, number of employees, longevity, client base, and areas of specialization and expertise.
 - c. A description of your company's prior experience related to correctional and healthcare facilities.

- d. A description of your company's prior experience providing temporary and relief LVN, RN and CNA services in California correctional and healthcare facilities.
 - e. A description of your company's internal training and quality assurance programs.
 - f. Availability of bilingual (English/Spanish) RN, LVN and CNA personnel.
4. Commitment of resources: Recent registry utilization data is attached as Exhibit B-2, Rate Sheet. For the purpose of this RFP, it is assumed that the staffing needs of the CDCR/CPHCS will remain at similar levels. Provide the number of personnel and hours Respondent is able to commit to providing concurrently at each of the listed institutions. The locations of the institutions are provided in Exhibit H List of Participating Institutions and Exhibit J Map of the California Department of Corrections & Rehabilitation Institutions. Additional institution information can be found at:
<http://www.cdcr.ca.gov/Visitors/Facilities/index.html>
5. Professional References: To verify the quality of past services one of the following documents must be included with this RFP:

JCAHO certificate that shows HCSS certification

Or

For non-JCAHO certified Respondents, Attachment (1) – Reference Information Sheet. **Experience may not be considered if complete reference data is not provided or if the named client contact is unavailable or unwilling to share required information.** CPHCS will submit Reference Questionnaire (see Attachment 3) to all references identified by the Respondent on the Reference Information Sheet. **The Reference Questionnaire (Attachment 3) is NOT to be submitted by Respondents to their identified references or included in their proposal submission.**

6. Qualifications of Key Executive Personnel: Submit current references for Key Executive Personnel committed to this project. Specifically describe previous related experience, its pertinence to this program, and provide references including the name, address and telephone number of a contact person who can verify the information provided. Provide brief description of referenced project(s), as well as any professional certifications, accreditation, special licensing or other qualifications which qualifies the professional to perform in their designated area of responsibility.
7. Legal action: Respondent must provide a listing and a brief description of all material legal actions, together with any fines and penalties, for the past five (5) years in which (i) Respondent or any division, subsidiary or parent company of Respondent, or (ii) any member, partner, etc., of Respondent if Respondent is a business entity other than a corporation, has been:
- a) A debtor in bankruptcy;

- b) A defendant in legal action alleging deficient performance under a services contract or in violation of any statute related to professional standards or performance;
 - c) A respondent in an administrative action for deficient performance on a project or in violation of a statute related to professional standards or performance;
 - d) A defendant in any criminal action;
 - e) A principal of a performance or payment bond for which the surety has provided performance or compensation to an obligee of the bond; or
 - f) A defendant or respondent in a governmental inquiry or action regarding accuracy of preparation of financial statements or disclosure documents.
8. Default Termination: Disclosure of whether your company has defaulted in its performance on a contract in the last five years, which has led to the termination of a contract.
9. Conflict of Interest: Identify any existing financial relationships with other vendors that may be a part of your proposal, and explain why those relationships will not constitute a real or perceived conflict of interest.
10. Checklist of Required Attachments:
- Exhibit B – Budget Detail and Payment Provisions
 - Exhibit B-1 – Bid Proposal
 - STD 204 – Payee Data Record
 - Subcontractor/Consultant List (if applicable)
 - OBS 550 – Non-Small Business Subcontractor Preference Request
 - OBS 551 – Small Business Subcontractor/Supplier Acknowledgement
 - CDCR 1786 – DVBE Participation in Exempt Contracts
 - Darfur Contracting Act
 - Attachment 1, Reference Information Sheet (only required for Non-JCAHO Certified Respondents)
 - CCC 307
 - Copy of valid California city or county business license (if applicable) or, if a corporation located within the State of California, incorporation documents or letter from the Secretary of State or, if not a California business, an affidavit that business is in good standing with the state, province, or country in which business is headquartered.
 - Copy of Certificate of Insurance: Professional Liability and Workers' Compensation Insurance

G. Evaluation Process

1. At the time of the proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP.

2. Proposals that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the respondent, may be rejected.

3. Phase I

The proposals that meet the minimum qualifications as identified in G.1. above will be evaluated and scored according to the criteria indicated below. A minimum of 120 points must be achieved in this phase to be considered responsive. (A responsive proposal is one which meets or exceeds the requirements stated in the RFP). A minimum of 80% of points must be achieved for each rating/scoring criteria.

Rating/Scoring Criteria	<u>Maximum Possible Points</u>	<u>Minimum Required Points</u>
Demonstration of Respondent's Qualifications	30	24
Commitment of Resources	30	24
Professional References	30	24
Qualifications of Key Executive Personnel	20	16
Legal Action	15	12
Default Termination	15	12
Conflict of Interest	10	8
Total Possible Points:	150	120

4. Phase II

This phase consists of opening and evaluating the sealed envelopes containing the bid price and cost information for the proposals that meet the format requirements and standards. All proposals that enter Phase II will have received 120 points or more and are considered fully capable of performing the required services.

5. The agreements will be awarded to the lowest responsible respondents meeting the requirements outlined in this RFP.

H. Modification or Withdrawal of Proposal

Prior to the proposal due date, Respondents may modify or withdraw a submitted Proposal. Such modifications or withdrawals must be submitted to CPR in writing. Any modification must be clearly identified as such and must be submitted in the same manner as the original (e.g. appropriate copies, paper size, etc). No modifications or withdrawals will be allowed after the Proposal due date.

I. Public Opening

There will no be public opening of responses to this RFP. However, after a contract is awarded, all proposals may be available for public review. CPR makes no guarantee that any or all of a proposal will be kept confidential, even if the proposal is marked "confidential," "proprietary," etc.

J. General Rules

1. Only one proposal will be accepted from any one person, medical group, medical corporation or other entity.
2. Proposals received after the deadline will not be considered.
3. This is an RFP, not a work order. All costs associated with a response to this RFP, or negotiating a contract, shall be borne by the Respondent.
4. CPHCS's failure to address errors or omissions in the Proposals shall not constitute a waiver of any requirement of this RFP.

K. Reservation of Rights

The Receiver reserves the right to do the following at any time, at the Receiver's discretion:

1. Reject any and all proposals, or cancel this RFP.
2. Waive or correct any minor or inadvertent defect, irregularity or technical error in any proposal.
3. Request that certain or all candidates supplement or modify all or certain aspects of their respective proposals or other materials submitted.
4. Procure any services specified in this RFP by other means.
5. Modify the specifications or requirements for services in this RFP, or the required contents or format of the proposals prior to the due date.
6. Extend the deadlines specified in this RFP, including the deadline for accepting proposals.
7. Award a contract to any Respondent.

Inquires in regard to this RFP should be addressed to:

**Debra Jones, Section Chief
Medical Contracts – Section 1
California Prison Health Care Services
P.O. Box 4038, Suite 3701
Sacramento, CA 95812-4038
Email: Debra.Jones@cdcr.ca.gov**

PROPOSAL SUBMITTAL CHECKLIST
TEMPORARY/RELIEF NURSING SERVICES
RFP No. 09341

A complete proposal package will consist of the items identified below.

Complete this checklist to confirm the items in your proposal package. Place a check mark or "X" next to each item that you are submitting to the State. Failure to submit the listed documents may be cause for rejection of your proposal package. This checklist should be returned with your proposal package.

- Five (5) copies of bound proposal
- Bid Proposal (Exhibit B-1)
- Rate Sheet (Exhibit B-2)
- Payee Data Record (STD 204)
- Subcontractor/Consultant List
- One original CDC 1786 DVBE Participation in Exempt Contracts
- OBS 550 Non-Small Business Subcontractor Preference Request
- OBS 551 Small Business Subcontractor/Supplier Acknowledgement
- Darfur Contracting Act Acknowledgement
- Copy of valid California city or county business license (if applicable) or, if a corporation located within the State of California, incorporation documents or letter from the Secretary of State or, if not a California business, an affidavit that business is in good standing with the State.
- Copy of Contractor Certification Clauses (CCC-307)
The CCC can be found on the Internet at <http://www.ols.dgs.ca.gov/standard+language>. The first page must be signed and submitted prior to the award of the contract, but is not required if the bidder has submitted this form to the awarding agency within the last three (3) years
- Copy of Certificate(s) of Insurance: Professional Liability and Workers' Compensation
- Copy of Certificate from the Joint Commission of the Accreditation of Healthcare Organizations (JCAHO) showing certification as a Health Care Staffing Service (HCSS), if applicable
- Reference Information Sheet, Attachment 1

NOTE: All licenses and insurance accompanying bid must have the exact company name as written on STD204 Payee Data Record. Submission of documents requested above with differing company names could result in rejection of your bid.

AGREEMENT NUMBER To Be Typed
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Department of Corrections and Rehabilitation

CONTRACTOR'S NAME

(1) Enter Contractor's Legal Business Name

2 The term of this Agreement is: **Start Date** _____ Through _____ **End Date** _____

3. The maximum amount of this Agreement is: **\$ To Be Typed To be Typed**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement. Contractor agrees to provide **Insert Type Medical Services** for the California Department of Corrections and Rehabilitation (CDCR). This Agreement is not exclusive and CDCR reserves the right to contract with other providers for the same service.

- | | |
|--|-----------|
| Exhibit A – Scope of Work | X page(s) |
| Exhibit B – Budget Detail and Payment Provisions | X page(s) |
| Exhibit B – 1 – Bid Proposal | X page(s) |
| Exhibit B – 2 – Rate Sheet | X page(s) |
| Exhibit C* – General Terms and Conditions | GTC 307 |

Check mark one item below as Exhibit D:

- | | |
|--|-----------|
| <input checked="" type="checkbox"/> Exhibit – D Special General Terms and Conditions (Attached hereto as part of this Agreement) | X page(s) |
| <input type="checkbox"/> Exhibit - D* Special General Terms and Conditions | |

- | | |
|---|-----------|
| Exhibit E – Additional Provisions | X page(s) |
| Exhibit F – Definitions | X page(s) |
| Exhibit G – Business Associates Agreement (HIPAA) (not applicable for registries) | X page(s) |
| Exhibit H – List of Participating Institutions | X page(s) |
| Exhibit I – List of Regional Accounting Offices | X page(s) |
| Exhibit J – California State Institutions Map | X page(s) |

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/StandardLanguage

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

(1) Enter Contractor's Legal Business Name

BY (Authorized Signature) _____ DATE SIGNED (Do not type) _____

PRINTED NAME AND TITLE OF PERSON SIGNING

(2) Name and Title of Person authorized to sign STD. 213

ADDRESS _____ TELEPHONE: _____

(3) Contractor's Street Address

STATE OF CALIFORNIA

AGENCY NAME

California Department of Corrections and Rehabilitation

BY (Authorized Signature) _____ DATE SIGNED (Do not type) _____

(original signature here)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

P.O. Box 4038, Suite 300, Sacramento, CA 95812-4038

California Department of General Services Use Only

Exempt per:

**TEMPORARY/RELIEF
REGISTERED NURSE, LICENSED VOCATIONAL NURSE, AND CERTIFIED NURSING ASSISTANT
SERVICES**

1. Introduction/Services

- a. This is an Agreement in which the Contractor shall provide all labor, materials, staff, transportation, license, permits, certificates and every other item of expense necessary to provide **Temporary/Relief Registered Nurse (RN), Licensed Vocational Nurse (LVN) and Certified Nursing Assistant (CNA) Services** as needed by the institution at any California Department of Corrections and Rehabilitation (CDCR) facility when requested by the California Prison Health Care Services (CPHCS) to treat any patient-inmate referred for such services. Institutions may, on occasion, request bilingual (English/Spanish) speaking personnel.

Refer to Exhibit H, List of Participating Institutions for a list of CDCR institutions and addresses. Services shall be provided upon request of the Director of Nursing/Health Care Manager (DON/HCM) or designee who must be a civil service employee. Institution retains professional and administrative responsibility for services rendered, as required under applicable statutes and regulations.

Refer to Exhibit K, Hierarchy Chart, for the Contractor's ranking by Institution Group.

- b. Contracted services shall be used to fill short term vacancies, substitute for full-time CPHCS employees while absent or provide temporary services when appropriate staffing levels cannot be maintained with civil service employees.
- c. Contractor or personnel assigned by the Contractor must have documented clinical competencies to perform the tasks associated with providing the above medical service(s) and assume full responsibility for services performed in accordance with all requirements in sections 2 and 3. Contractor agrees that all personnel assigned by the Contractor will be required to render health services to any patient-inmate as requested by the assigned institution. Personnel assigned by the Contractor will perform services in accordance with State laws, requirements of boards of nursing, and state regulations and shall at all times comply with universal safety precautions and maintain CDCR security measures and a safe work environment.
- d. Contractor agrees that all expenses associated with travel to and from the institution, lodging, and all training expenses for personnel shall be borne by the Contractor, or the Contractor's subcontractors, and will not be reimbursed by CDCR/CPHCS. Any and all services performed outside the scope of work of this agreement will be at the sole risk and expense of the Contractor.
- e. Contractor acknowledges that CDCR/CPHCS is not obligated to provide or pay for patient-inmate health care services or treatment beyond those which are essential to prevent death, prevent significant illness or disability, or alleviate the pain that significantly disables the patient-inmate from reasonable independent function. If health care service or treatment is nonessential or could safely be deferred until the patient-inmate is released from custody, when he/she is able to arrange for services for him/her, CPHCS shall defer services.

Prior authorization must be obtained and documented in the patient-inmate's health record for those excluded health care services or treatments listed in CPHCS' Medical Standards of Care.

2. **Licenses/Permits/Certification/Documentation Requirements**

Prior to Contractor providing services as outlined in this agreement:

a. Contractor must meet one of the following criteria:

Be a Health Care Staffing Service (HCSS) certified by the Joint Commission of the Accreditation of Healthcare Organizations (JCAHO). Contractor shall provide one (1) copy of JCAHO certificate of record to the California Prison Health Care Services Medical Services Contracts Branch. Failure to provide the JCAHO certificate by the Proposal Due Date noted in the RFP Schedule will result in disqualification of the proposal package and the sealed envelope containing the bid price and cost information will not be opened.

Or

For non-JCAHO certified respondents, submit reference information as required on Attachment A. References must be from either all CDCR/CPHCS facilities that Contractor has provided temporary/relief RN, LVN, and CNA services to within the past twenty-four (24) months or; if no past experience with CDCR/CPHCS, from at least three organizations that provide services similar in scope to those that exist within the CDCR/CPHCS healthcare setting. Experience may not be considered if complete reference data is not provided or if the named client contact is unavailable or unwilling to share required information. CPHCS will submit a Reference Questionnaire (see Attachment 3) to all references identified by the Respondent on the Reference Information Sheet (Attachment 1). The Reference Questionnaire (Attachment 3) is NOT to be submitted by Respondents to their identified references or included in their proposal submission.

b. Contractor agrees that all personnel performing the duties and obligations under this agreement are individuals qualified to perform the various functions under this agreement as defined by applicable statutes and regulations related to their scope of health care practice. Contractor agrees that all personnel are fully licensed and certified as outlined, and as required by the laws of this State and that no restrictions exist on said licensure and certification.

c. Contractor shall provide copies of licenses, permits, certifications, clinical competency verifications and other requirements as outlined herein **PRIOR** to each assigned personnel providing services at an institution. The documents must be received at each institution for each assigned personnel by the DON/HCM or designee and be kept on file at the institution throughout the term of this agreement.

- (1) As appropriate, a valid license as a RN issued by the California Board of Registered Nursing or; a valid license as a LVN issued by the California State Board of Vocational Nurse Examiners; or current Nursing Assistant Certificate issued by the State of California.
- (2) Current Cardiopulmonary Resuscitation Certificate (CPR);
- (3) Employment Eligibility Verification (I-9) form;

- (4) Current copy of Contractor's Clinical competencies/skills Checklist and Clinical Performance Evaluation Checklist, validating the competency of Contractor's personnel to perform the duties, as required by this agreement. Failure to provide the competency list will result in refusal of assigned personnel; and
 - (5) Completed CDCR orientation packet documentation for each assigned personnel.
- d. Contractor agrees that its staff's licenses and certifications shall be valid at all times during the term of this agreement. In the event the required licenses and/or certifications are to expire, Contractor shall provide current/renewed license/certification(s) to the DON/HCM or designee not less than thirty (30) calendar days prior to their expiration. If, during the course of this agreement, any of the licenses and requirements as stated herein are found to be inactive or not in compliance, CPHCS may immediately terminate this agreement.
- e. Contractor is responsible for verifying through the appropriate licensing boards and through reference checks from past employers of the assigned staff that no adverse actions have been taken by the State licensing authorities against any personnel assigned to CDCR/CPHCS. It is the contractor's responsibility to notify CPHCS should any adverse actions be taken by the state licensing board against any personnel working in CDCR/CPHCS, and that all licenses are active and void of misconduct or pending investigations. CPHCS may, at its discretion, verify the current status of personnel assigned.
- In addition, Contractor shall verify with the immediate past employer of referred personnel that Contractor's personnel had a history of satisfactory or better work performance and attendance. In the event that the immediate past employer is not reachable, verification with another prior employer will suffice.
- f. Contractor shall possess and maintain throughout the term of this agreement a current and valid license to do business in the State of California and shall obtain at Contractor's expense any and all necessary license(s), permit(s), and certificate(s) required by law for accomplishing any work required in connection with this agreement.

3. Qualifications

In addition to the required licenses and/or certifications noted herein, staff assigned to CDCR/CPHCS must have the minimum experience outlined below:

a. Registered Nurse

- (1) Registered Nurse (RN): Minimum of twelve (12) continuous months of experience within the last three (3) years rendering direct patient care in a public or private institution. Clinical competencies must be current and validated for the area in which staff will be assigned.
- (2) Specialty Services: In addition to the above requirements, staff who are requested to work in a specialized area such as emergency medicine, psychiatry, surgery, etc., shall also have at least one (1) year of experience within the last three (3) years providing patient care within that setting and possess any required certificates. Clinical competencies must be current and validated for the area in which staff will be assigned.
- (3) Obstetrics/Gynecology: Staff provided by the Contractor to female institutions (California Institution for Women, Central California Women's Facility, Valley State Prison for Women and California Rehabilitation Center) must also have at least one (1) year of experience within the last five (5) years rendering obstetric and gynecological nursing or

patient care services in a health care setting in addition to the above qualifications. Clinical competencies must be current and validated for the area in which staff will be assigned.

b. Licensed Vocational Nurse

Licensed Vocational Nurse (LVN): Minimum of twelve (12) continuous months of experience within the last three (3) years rendering direct patient care in public or private institution. Clinical competencies must be current and validated for the area in which staff will be assigned.

c. Certified Nursing Assistant

Certified Nursing Assistant (CNA): Minimum of twelve (12) continuous months of experience within the last three (3) years rendering direct patient care in public or private institution. Clinical competencies must be current and validated for the area in which staff will be assigned.

All referred personnel must have documentation of completion of a competency validation process meeting the requirements of Title 22, Section 70016 or Section 70016.1, as identified in Section 2b as applicable, prior to performing the duties required by this agreement.

4. Contractor Responsibilities

Services and requirements to be provided by the Contractor as permitted within the scope of practice for each nursing service, at the request of the DON/HCM or designee, shall include, but are not limited to the duties described below. Contractor shall complete the Contractor's Weekly Worksheet and the Contractor's Monthly Recap. These forms must be signed by the DON/HCM or designee who must be a civil service employee for each of the nursing services, and accompany the monthly invoice to the appropriate Regional Accounting Office.

In the event that any referred personnel provided by the Contractor are dismissed or declined at a CDCR/CPHCS facility the Contractor shall inform the HCM/DON at any other facility of which the said referred personnel provides service of this fact upon notification of the dismissal.

a. Registered Nurse (RN):

- (1) Plan and implement nursing care including: administration of medication, therapeutic agents, treatments and disease prevention, orders by the physician, and obtain specimens for diagnostic testing;
- (2) Participate as a member of the Inter-disciplinary team in developing multi-disciplinary treatment efforts; assist physicians with medical or minor surgical procedures; and prepare records and other reports;
- (3) Provide observation, ongoing inmate-patient assessments, and therapeutic intervention consistent with the inmate-patient physical and psychological status; evaluate effectiveness of inmate-patient treatment regimens and record progress;
- (4) Document all nursing activities in medical records, including an initial nursing assessment, treatment interventions, and inmate-patient teaching;
- (5) Ensure a safe therapeutic environment for the inmate-patient and staff; maintain order; and supervise the conduct of inmates;
- (6) Maintain Registered Nurse license with the State

b. Licensed Vocational Nurse (LVN):

- (1) Organize, provide, and maintain necessary health care services consistent with CPHCS policies and procedures and within the LVN scope of practice;
- (2) Conduct basic hygiene and nursing care, including administration of prescribed medications and the therapeutic effects, treatments, and disease prevention, as ordered by the physician;
- (3) Collect information regarding patient status and report the results to the Registered Nurse (RN) or Primary Care Provider (PCP) in a timely manner;
- (4) Provide patient education and accurately document care in the approved format, noting and carrying out physician's orders;
- (5) Administer/assist with therapeutic measures and treatments;
- (6) Clean and maintain equipment;
- (7) Obtain specimens for diagnostic testing as ordered by the physician or existing protocols;
- (8) Assist the RN and PCP with clinic appointments (e.g. physical exams, minor surgeries, casting, identifying minor illnesses);
- (9) Assist mental health professionals by contributing to the treatment planning process and the formal evaluation of patient progress by monitoring and recording observed patient behavior;
- (10) Participate in the training of patients in activities of daily living and assist in routine physio-and hydrotherapy treatments;
- (11) Document in the inmate-patient's health record the nursing care and treatment provided and the inmate-patient's response to facilitate the continuity of care and communicate to other health care providers utilizing training and various resources in accordance with regulatory agencies and established guidelines

c. Certified Nursing Assistants (CNA)

- (1) Assist inmate-patients with activities of daily living and provide nursing care under the direction of a registered nurse;
- (2) Perform and document rounds of inmate-patients receiving medical and/or psychiatric care and report changes in inmate-patient condition to the registered nurse;
- (3) Obtain specimens for diagnostic testing;
- (4) Assist other non-custody staff to provide inmate-patient care;
- (5) Prepare documentation for inmate-patient transfers to other facilities or trips to specialty appointments;
- (6) Complete all required documentation of inmate-patient care, write or give report, account and record entries in logbooks;
- (7) Clean, maintain, and check equipment;
- (8) Check inventory, order and check supplies.

d. Service Reports

Contractor agrees to provide monthly reports to the CPHCS that shall include, in sufficient detail, actual amounts paid for Temporary/Relief RN, LVN and/or CNA Services, including offsets for training, travel, insurance, and all other additional offsets/overhead. The reports must identify the month of service and institution where care was provided; name of the RN, LVN, or CNA; Health Care Provider Identifier Number, and total hours to date worked by each individual employee, subcontractor, or other personnel; the gross dollar amount billed for that RN, LVN or CNA overhead/offset's, and net amount paid to each RN, LVN or CNA.

Additionally, the report shall also include total hours worked for the State by the individual employee, subcontractor, or other personnel during the one year period of July 1 through June 30 prior to being hired by the Contractor.

The reports are to be in arrears from the first day of each month, through the last day of each month, and are due to the CPHCS no later than the tenth (10th) of each month, or the first working day of the month, should the (day) fall on a weekend or holiday.

These reports shall be confidential, submitted in electronic format (Microsoft Excel 2000 or greater) and sent via electronic mail to CPHCSHealthCareContractsHelpDesk@cdcr.ca.gov (See Attachment 2 – Sample Monthly Service Report). In the event that electronic mail is not available the reports can be sent via fax or U.S. Mail to Deputy Director, Medical Contracts.

The mailing address is:

Deputy Director
California Prison Health Care Services
Medical Contracts
PO Box 4038, Suite 3701
Sacramento, CA 95812-4038

5. Personnel

- a. Contractor must have a minimum number of staff as outlined in Exhibit B-2, Rate Sheet who meet the requirements as specified herein. The minimum numbers specified in Exhibit B-2, Rate Sheet is a good faith estimate only and is not a guarantee of business, as the number is subject to change depending on CDCR's fluctuations in the inmate population. Contractor must provide the State with proof of the required training for each of the referred personnel providing services under this agreement. Services will be performed only by assigned personnel who meet these requirements.
- b. Upon request by CDCR, the Contractor shall provide the name, date of birth, Social Security number, and valid state driver's license or identification card number of all prospective staff for the institution security check and gate clearance approval.
- c. Institution shall approve in advance all personnel assigned to the agreement. If any staff of the Contractor is unable to perform services due to illness, resignation, or factors beyond the Contractor's control, the Contractor shall immediately submit qualifications of proposed substitute personnel to the institution for approval. Failure to do so may be cause for termination of this agreement. The institution shall be notified of any additions or corrections to the Contractor's list of prospective personnel at least five (5) working days before the start date of personnel who does not appear on the Contractor's list.
- d. Prior to providing services as outlined in this agreement, Contractor will provide the institution with a current personnel roster listing all staff designated for assignment to CDCR, which will remain on file at all times at the institution. The Contractor shall report in writing the resignation or dismissal of personnel who are essential to the successful performance of the agreement, and will submit revised rosters as necessary to reflect personnel changes.

- e. Assigned personnel referred through this agreement must be proficient in the English language; be able to speak fluently, understand oral and written communications, and write effectively. Any assigned personnel referred who fails to meet the minimum qualifications shall not be permitted to perform service at any CDCR institutions. The DON/HCM or designee who must be a civil service employee shall state in writing the reason(s) the assigned personnel does not meet minimum qualifications. CPHCS shall not pay the Contractor for any hours worked by assigned personnel who do not meet the minimum qualifications.

6. Résumés/References

- a. Contractor shall maintain résumés, duty statements, job descriptions and at least two (2) references for all assigned personnel, and submit the documents to the institution prior to the assigned personnel reporting for the orientation. All contracted staff personnel files must indicate, for each job listed in the resume, the date each job began, rate of pay and benefits, funding source, pay increases, promotions and status changes and if applicable, the date and reason(s) for employment termination of each job, in addition to the required information listed below:
 - (1) Name of person contacted and date of contact;
 - (2) Name of previous acute care hospital or health facility;
 - (3) Specialty areas/units worked;
 - (4) Degree of competency performing duties;
 - (5) Name of previous paid job as a RN, LVN or CNA. Assigned personnel must have the required licenses and/or certifications and experience as noted herein;
 - (6) Length of the job; and
 - (7) Rehire status.
- b. Contractor shall maintain and retain all job-related records, including all records of required health examination, tax records for payments made to assigned personnel such as Form 1099 or W-2 forms, etc., for a minimum of three (3) years following the termination of employment of any assigned personnel.

7. Request for Services

- a. Contractor agrees to provide services, seven (7) days a week, twenty-four (24) hours a day, on an as-needed basis, in accordance with each institution's policies and procedures. Institution may request services at any time, including weekends and holidays if needed. The Contractor shall respond to the institution request for services within two (2) hours of the initial contact. Contractor shall provide services within twenty-four (24) hours notification by CDCR.
- b. At the time of scheduling, CPHCS shall provide the Contractor with an estimate of the period of time the institution anticipates the need for services. This will be a good faith estimate based on the circumstances known to CPHCS at the time of the request. It is not a guarantee of business and is subject to change.
- c. If the duration of services must be extended, CPHCS shall make every attempt to notify the Contractor not less than forty-eight (48) hours before the end of the current service period. The institution's DON/HCM or designee who must be a civil service employee shall document the request in writing.

When requesting services, CDCR shall inform the Contractor of:

1. The duration of services;
2. The number and type of staff required; and
3. The work schedule (8, 10, or 12 hour shifts).

- d. Contractor shall have available a contact person with twenty-four (24) hour telephone availability. **Telephone answering devices (e.g., message machines) are not acceptable**. The initial request for service will be by phone; however, CPHCS will make every attempt to follow-up with a facsimile.

8. Cancellation

- a. CPHCS may cancel or change requested assignments without incurring any liability up to one (1) hour before reporting time. If cancellation time occurs after assigned personnel have arrived at the institution or less than one (1) hour of notice of cancellation is provided, CPHCS shall be liable for a maximum of two (2) hours at the hourly rate of the assigned personnel.
- b. Services cancellation due to Emergency Security Situation: In the event the institution cannot run the clinic due to an emergency security situation, such as a lockdown, the institution shall attempt to contact the Contractor a minimum of two (2) hours prior to reporting time of the scheduled clinic. If contact is not attained, the Contractor will be reimbursed a maximum of two (2) hours at the hourly rate of the assigned personnel.
- c. Contractor shall notify CPHCS at least twenty-four (24) hours in advance of scheduled services if unable to provide services for reasons other than illness, or immediately provide replacement staff to avoid disruption of service.

9. Pay Rate Allowances

- a. CDCR shall pay Contractor for unanticipated events, such as an emergency security situation or lock-down at one and one-half (1 ½) the hourly rate (Pay Rate Allowance) identified in Contractor's Rate Sheet (Exhibit B-2) when authorized by the DON/HCM, or designee.
- b. If an unanticipated overtime situation arises, Contractor must obtain written approval from the DON/HCM or designee who must be a civil service employee for payment of the Pay Rate Allowance. If the DON/HCM approves the Pay Rate Allowance, a copy of the approval letter must accompany the monthly invoices.

10. Restriction to Hours Worked

Contractor is responsible for ensuring that each RN, LVN or CNA does not exceed 975 hours of performing services for the State during each one year period (July 1 – June 30) of this agreement. This includes any hours worked with a different registry, vendor, or contractor and for any State agency, department, board, commission, or other State entity.

11. Orientation

- a. Contractor agrees that prior to reporting to work at the institution; all personnel provided by the Contractor shall attend an orientation class to become familiar with the operations of the institution, its medical facilities, Title 15 of the California Code of Regulations, Director's Rules and Regulations, and any bylaws that may apply to the institution. Orientation may include, but is not limited to, the following:
- (1) Required documents to be carried (e.g., license(s), CDCR identification badge, registry identification, if applicable);
 - (2) Inmate security policies and procedures (no cell phones, pagers, recording devices);
 - (3) Reporting for beginning/ending of shift assignment;
 - (4) Uniform or dress code;
 - (5) Reporting of personal illness;
 - (6) Background investigations, fingerprinting and Digest of Laws Relating to Association with Prison Inmate requirements;
 - (7) Authorization to be on CDCR premises limited to scheduled work hours or orientation;
 - (8) Rules governing gate clearance requirements;
 - (9) Administrative and related service provided policies/procedures;
 - (10) Infection control;
 - (11) California Occupational Safety and Health Administration (CAL OSHA) regulations relating to Bloodborne Pathogens;
 - (12) CDCR Tuberculosis (TB) Exposure Control Plan;
 - (13) Patient/Personal Safety relating to fire, electrical hazards, disaster preparedness, hazardous material, equipment safety and management, Safe Drinking Water and Toxic Enforcement Act of 1986, Employee Right to Know, Advanced Directives and Patient's Rights;
 - (14) Sexual Harassment; and
 - (15) Use of Force.
- b. Each Contractor and/or Contractor's subcontractor or assigned personnel will be paid for the time spent in the orientation class after working a minimum of eighty (80) hours in excess of the orientation hours. Attendees who do not work a minimum of eighty (80) hours in excess of the orientation class hours shall not be paid for the time spent in the orientation class. Reimbursement for orientation will be one-half (1/2) of the hourly rate of the assigned personnel.
- c. To maintain continuity of services and ensure safety for all workers should a prolonged need for services develop, Contractor shall make available to the institution only those personnel who have completed the orientation.

12. Inspections

Inspections shall be carried out by the DON/HCM or designee who must be a civil service employee at various times during the Agreement term to check on the quality and quantity of work and determine acceptability of work performed before Agreement payment will be approved.

13. Liability for Withholding and Payment of Income Taxes

Provider shall comply with all federal and State statutes, regulations, rules, and policies for the payment of federal and State income taxes for compensation that Provider receives under the terms of this Agreement. Provider shall withhold federal and State income taxes for compensation paid to assigned personnel for services provided under the terms of this Agreement.

14. Failure to Perform

- a. CPHCS shall routinely evaluate the work performance of the Contractor and/or Contractor's subcontractor or assigned personnel to determine if CDCR/CPHCS standards and departmental/institutional policies and procedures are being maintained. Any Contractor and/or Contractor's subcontractor or referred personnel who fail to perform or who are physically or mentally incapable of performing the required duties as required by this agreement shall not be permitted to perform service. The DON/HCM or designee who must be a civil service employee shall state in writing the reasons the assigned personnel did not meet the required qualifications. CPHCS shall not pay Contractor and/or Contractor's subcontractor or assigned personnel for any hours worked which are deemed unacceptable in accordance with the required duties contemplated by this agreement.
- b. The State reserves the right to award multiple agreements for back-up purposes. When services are needed, the "primary" Contractor, defined as the lowest responsible bidder, will be contacted first. WHEN and ONLY IF, the primary Contractor is unable to provide services, the "secondary" Contractor, defined as the second lowest responsible bidder, will be contacted. This process will be repeated based on the number of agreements awarded and will take place each time the institution contact the Contractor to provide services.
- c. Contractors with multiple agreements for the same service(s) at the same institution(s) shall be obligated to provide service(s) at the rate(s) specified in the Contractor's primary agreement (i.e., the agreement first bid) until all obligations under that agreement (e.g., number of hours) are satisfied before the rate(s) in any subsequent agreement(s) can be used. The only exception to this provision occurs when the rate(s) in a subsequent agreement is lower than those of the primary agreement; the state then has the sole right to determine which rate(s) will be applied.
- d. Failure to provide services on three (3) or more occasions may result in termination of the agreement or the institution not having to contact Contractor prior to utilizing the services of the other contractors for the duration of the agreement term. The DON/HCM or designee who must be a civil service employee has sole discretion in this selection.

15. Department of Corrections and Rehabilitation Contact Information

- a. Should questions or problems arise during the term of this agreement, the Contractor should contact the following offices:
 1. **Billing/Payment Issues:**
Refer to Exhibit I, List of Regional Accounting Offices

- 2. Scope of Work/Performance Issues:**
Refer to Exhibit H, List of Participating Institutions

The Institution Contract Analyst (ICA) is the Liaison for each institution and can be contacted Monday through Friday, 8:00 a.m. to 5:00 p.m., except weekends and holidays. The ICA or his/her designee who must be a civil service employee shall pre-arrange all needed services to assure continuity of care and to minimize the disruption of CDCR's workload.

- 3. General Agreement Issues:**
CPHCS Medical Contracts
Phone Number: (916) 648-8236
FAX Number: (916) 648-8381

TEMPORARY/RELIEF REGISTERED NURSE, LICENSED VOCATIONAL NURSE, AND CERTIFIED NURSING ASSISTANT SERVICES

1. Invoicing and Payment

- a. For services satisfactorily rendered, and upon receipt and approval of contractor's invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with Exhibit B-1, Bid Proposal and the rates specified herein on Exhibit B-2, Rate Sheet, at the time of contract award which are attached hereto and made a part of this Agreement.
- b. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than Monthly in arrears to the appropriate Regional Accounting Office listed in Exhibit I, List of Regional Accounting Offices.

2. Budget Contingency Clause

- a. It is mutually agreed that if the California State Budget Act for the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor, or to furnish any other considerations under this Agreement, and Contractor shall not be obligated to perform any provisions of this Agreement.
- b. If funding for the purposes of this program is reduced or deleted for any fiscal year by the California State Budget Act, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment to small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.

4. Subcontractors

For all Agreements, with the exception of Interagency Agreements and other governmental entities/auxiliaries that are exempt from bidding, nothing contained in this Agreement, or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of Contractor's responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

**TEMPORARY/RELIEF REGISTERED NURSE, LICENSED VOCATIONAL NURSE, AND
CERTIFIED NURSING ASSISTANT SERVICES**

The bidder hereby agrees to provide all labor, materials, supplies, licenses, permits, equipment and transportation necessary to perform all services required for the foregoing titled work in accordance with the Scope of Work, all Terms and Conditions, Disabled Veteran Business Enterprise (DVBE) requirements, if applicable, and such addenda thereto as may be issued before the public bid opening date, at the rates set forth by the bidder in Exhibit B-2, Rate Sheet. Exhibit B-2 **must** be submitted with this bid proposal.

Exhibit B-2 shall remain in force for the stated term of this Agreement and shall include every item of expense, direct and indirect, including any taxes incidental to the specified rates.

By virtue of submitting this bid, the undersigned is accepting the terms and conditions expressed in this IFB. Any and all services performed outside the scope of this Agreement shall be at the sole risk and expense of the successful bidder.

COMPANY NAME:	
STREET ADDRESS:	P.O. BOX:
CITY, STATE AND ZIP CODE:	CITY, STATE AND ZIP CODE:
TELEPHONE NUMBER: ()	FAX NUMBER: ()
FEDERAL ID or SOCIAL SECURITY NUMBER:	E-MAIL ADDRESS:
TAX STATUS <input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Estate or Trust <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (State in which incorporated _____) <input type="checkbox"/> Other: _____	
PRINT NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE OF AUTHORIZED REPRESENTATIVE:	DATE:

Bidder shall provide rate(s) on Exhibit B-2. Bidder shall set forth rates in clear, legible figures in the spaces provided in Exhibit B-2. Failure to provide the required rates shall be cause for rejection of your bid.

NOTE:

1. Any quantities listed on Exhibit B-2 are CDCR's estimates only and are offered as a basis for the comparison of bids. The State does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to omit portions of the work as may be deemed necessary or advisable by the State.
2. In the case of a discrepancy between the Unit Price (e.g., Hourly Rate, Cost per Service) and Item Total (e.g., Hourly Rate x Hours Worked = Item Total), the Unit Price shall prevail. However, if the Unit Price figure is ambiguous, illegible, uncertain, or is omitted, the Item Total shall be divided by the estimated usage (e.g., Hours Worked) to determine the Unit Price. In the case of a discrepancy between the Basis of Award and the sum of the Item Totals, the sum of the Item Totals shall prevail.
3. The amount of the total bid will be rounded up to the nearest whole dollar when the Agreement documents resulting from this bid are prepared.
4. CDCR/CPHCS reserve the right to include additional institution(s) or delete institution(s) which no longer require this service. The additional institution(s) will be included in the appropriate Institution Group and the bid rate for that group shall apply.

SMALL BUSINESS PREFERENCE

Current law encourages state departments to first consider a Small Business Enterprise (Small)/ Microbusiness Enterprise (Micro) for contracting opportunities. CDCR/CPHCS is committed to supporting Small/Micro business participation in state contracting and seeks to use certified Small/Micro businesses whenever possible.

A Small/Micro business enterprise is defined as a business certified by the Office of Small Business and Disabled Veteran Business Enterprise Certification (OSDC) in which the:

1. Principal office is located in California
2. Officers officers are domiciled in California
3. Business is independently owned and operated
4. Business, with any affiliates, is not dominant in its field of operation; and
5. a. For Small Business, either:
 - (1) Business, together with any affiliates, has 100 or fewer employees and averaged annual gross receipts of \$10,000,000 or less over the previous three years; or
 - (2) Business is a manufacturer with 100 or fewer employees
- b. For Micro Business, either:
 - (1) Business, together with any affiliates, has 100 or fewer employees and averaged annual gross receipts of \$2,500,000 or less over the previous three years; or

(2) Business is a manufacturer with 25 or fewer employees

Section 14835, et seq., of the California Government Code requires that a five percent (5%) preference be given to bidders who qualify as a Small/Micro business enterprise. The rules and regulations of this law are contained in Title 2, California Code of Regulations, Section 1896, et seq. A copy of the regulation is available upon request.

To claim the Small/Micro business preference, which may not exceed \$50,000 for any bid, your firm must have a completed application (including proof of annual receipts) on file with the Department of General Services (DGS), Procurement Division, Office of Small Business and DVBE Certification (OSDC), by 5:00 p.m. on the date bids are opened, and receipt verified by such office. Therefore, if you are a Small/Micro business, but are not certified, it is to your advantage to become certified. For certification and preference approval process information, contact the OSDC by telephone at (916) 375-4940 or access the OSDC Internet website at www.dgs.ca.gov/osbcr.

NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE

Pursuant to Title 2, California Code of Regulations Section 1896, et seq., and Government Code Section 14838, et seq., a bid preference of five percent (5%) is available to a responsive non-small business claiming no less than twenty-five percent (25%) Small/Micro business subcontractor participation with one or more Small/Micro businesses. This preference is considered only if the tentative low bidder is not a certified Small/Micro business.

In granting the Non-Small Business Subcontractor (NSBS) preference, no bid price will be reduced by more than \$50,000. This preference cost adjustment is for computation purposes only and does not alter the actual cost offered by the bidder.

A non-small business is defined as a responsive/responsible bidder that is not certified by the DGS as a Small/Micro business.

To be eligible for the NSBS preference, the business concern must:

1. Complete OBS 550 (Non-Small Business Subcontractor Preference Request) and OBS 551 (Small Business Subcontractor/Supplier Acknowledgement) and submit with bid proposal.

NONPROFIT VETERAN SERVICE AGENCY (NVSA) SMALL BUSINESS PREFERENCE

Pursuant to Military and Veteran Code Section 999.50 et seq., Nonprofit Veteran Service Agencies (NVSAs) claiming Small/Micro business preference and verified as such in the relevant category or business type, will be granted a preference of five percent (5%) of the lowest responsive bid, if the lowest responsive bid is submitted by a bidder not certified as a Small/Micro business.

In granting Small/Micro business preference to NVSAs, no bid will be reduced by more than \$50,000. The preference cost adjustment is for computation purposes only and does not alter the actual cost offered by the bidder.

To be eligible for the NVSA Small/Micro business preference, the business concern must:

1. Request preference at the time of bid submission; and

2. Have a completed application on file with DGS, OSDS by 5:00 p.m. on the date bids are due.

An SB/NVSA is not subject to the same standards as other certified Small/Micro businesses. SB/NVSA standards are identified in Military and Veterans Code Section 999.51(a)(3).

**IDENTIFICATION OF CONTRACTORS, SUBCONTRACTORS, CONSULTANTS:
SMALL/MICRO BUSINESSES AND DVBEs**

The CDCR must identify all contractors, subcontractors and consultants who will provide labor or render services in the performance of this Agreement and further identify whether any of the listed subcontractors and consultants are a certified Small/Micro business, or a certified DVBE by completing a Subcontractor/Consultant List. If any changes occur in the submitted original Subcontractor/Consultant List, the Contractor shall notify the Plata Contract and Invoice Branch (PCIB), in writing, within ten (10) working days of those changes, including any changes to Small/Micro business or DVBE status.

The CDCR asks that you encourage any subcontractor(s) and/or consultant(s) not currently certified as a Small/Micro business or DVBE, that you believe may meet the certification requirements specified herein, to become certified through the DGS, OSDC. Please provide those subcontractor(s)/consultant(s) the OSDC contact and certification information provided above.

If you are a certified Small/Micro business enterprise and fail to complete the Prime Contractor information section below, your business shall be classified as a large business which will preclude your bid from receiving the five percent (5%) Small/Micro business preference and cause incorrect reporting of Small/Micro business and large business participation by CDCR.

PRIME CONTRACTOR NAME: _____

I am a Small Business Enterprise. My DGS reference number is: _____

I am a Microbusiness Enterprise. My DGS reference number is: _____

I am a large business.

NOTE: IF YOU ARE A CERTIFIED SMALL/MICRO BUSINESS ENTERPRISE AND FAIL TO COMPLETE THIS SECTION, YOUR BUSINESS WILL BE CLASSIFIED AS A LARGE BUSINESS, WHICH WILL PRECLUDE YOUR BID FROM RECEIVING THE FIVE PERCENT (5%) SMALL/MICRO BUSINESS PREFERENCE.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

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

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

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1. **Dispute Resolution – Contract or Billing Disputes** (Supersedes provision number 6, Disputes, of Exhibit C)

As a condition precedent to Provider's right to institute and pursue litigation or other legally available dispute resolution process, if any, Provider agrees that all disputes and/or claims of Provider arising under or related to the Agreement shall be resolved pursuant to the following processes. Provider's failure to comply with said dispute resolution procedures shall constitute a failure to exhaust administrative remedies.

Pending the final resolution of any such disputes and/or claims, Provider agrees to diligently proceed with the performance of the Agreement, including the delivering of goods or providing of services. Provider's failure to diligently proceed shall constitute a material breach of the Agreement.

a. **Final Payment**

The acceptance by Provider of final payment shall release the California Department of Corrections and Rehabilitation (CDCR) from all claims, demands and liability to Provider for all acts or omissions of CDCR and others relating to or arising out of this work except for any claim previously accepted and/or in process of resolution.

b. **Verbal Appeal**

Provider and the program or institution contract liaison, or other designated CPHCS employee of the unit for which the goods are being delivered or the service is being performed, shall first attempt in good faith to resolve the dispute or claim by informal discussion(s). The parties agree that CPHCS's Contracts Branch should be used as a resource in solving potential disputes.

c. **Informal Appeal**

If the issue is not resolved at the verbal appeal level, Provider shall file, within thirty (30) working days, an informal written appeal specifying: the issue(s) of dispute, legal authority or other basis for Provider's position, supporting evidence, and remedy sought, with the Director of the Administrative Support Division (ASD), CPHCS and provide a photocopy to the Deputy Director, CPHCS, Contracts Branch.

Provider shall identify the issues and the relief sought. Prior informal discussion(s) between Provider and CPHCS employee(s), shall be documented, dated, and signed by the authors.

The Deputy Director, California Prison Health Care Services, Contracts Branch or other designated CPHCS employee shall issue an informal written statement to Provider regarding the dispute within fifteen (15) calendar days following settlement or an impasse in the informal discussion(s) process. The written statement shall either: (1) document the dispute settlement and what, if any, conditions were reached; or, (2) document the reason(s) the dispute could not be resolved informally and provide notification to Provider of its option to file a formal appeal within thirty (30) days of the informal statement.

d. **Formal Appeal – Administrative Resolution**

If the dispute or claim is not resolved to Provider's satisfaction by the informal appeal process, Provider may file with the Director, ASD, CPHCS, a formal written appeal within thirty (30) calendar days of the date of CPHCS's informal written decision. The formal written appeal shall be addressed as follows:

(SUBJECT)

Director
California Department of Corrections and Rehabilitation
California Prison Health Care Services
Administration Support Division
P. O. Box 4038, Suite 300
Sacramento, CA 95812-4038

Provider shall specify in the formal written appeal the issue(s) in dispute, the particular relief or remedy sought, the factual basis for Provider's claim or dispute, and Provider's legal, technical and/or other authority upon which Provider bases its claim or dispute.

The formal written appeal shall include a written certification signed by a knowledgeable company official under the penalty of perjury according to the laws of the State of California pursuant to California Code of Civil Procedure Section 2015.5 that the dispute, claim, or demand is made in good faith, and that the supporting data are accurate and complete. If an Agreement adjustment is requested, the written certification shall further state under penalty of perjury that the relief requested accurately reflects the Agreement adjustment for which the CPHCS is responsible.

If Provider is a corporation, the written certification shall be signed by an officer thereof. If Provider is a sole proprietorship or partnership, it shall be signed by an owner or full partner. If Provider is other than a corporation, sole proprietorship or partnership, it shall be signed by a principal of the company with authority to bind the company.

The Director or representative shall issue a formal written decision within thirty (30) calendar days of receipt of the properly addressed formal written appeal. If mutually agreed by the parties, the date for the issuance of final written decision may be extended.

e. Further Resolution

If the dispute is not resolved by the formal appeal process to Provider's satisfaction, or Provider has not received a written decision from CPHCS after thirty (30) calendar days, or other mutually agreed extension, Provider may thereafter pursue its right to institute other dispute resolution process(es), if any, available under the laws of the State of California.

2. Right to Terminate (Supersedes provision number 7, Termination for Cause, of Exhibit C)

a. Termination of Agreement without Cause

Either party may terminate this Agreement without cause by giving not less than thirty (30) days written notice to the other party.

b. Termination of Agreement for Cause

(1) Immediate Termination

CPHCS may immediately terminate this Agreement under circumstances such as the following, or other such circumstances as would materially prejudice the right of inmates under this Agreement. The Agreement termination shall be effective as of the date indicated on CPHCS's notification to the Provider.

- (a) If CPHCS determines, based on reliable and factual information, that management practices adopted by Provider or the current financial condition of Provider interfere with the delivery of services or reduce the quality of such services; or,
- (b) If CPHCS determines, based on reliable and factual information, there is a substantial probability that Provider is unable to render medical specialty services to inmates; or,
- (c) If CPHCS determines, based on reliable and factual information, that any State or federal regulatory and/or law enforcement agency has taken any enforcement action (administrative or otherwise) against Provider, including but not limited to any investigation of Provider, Provider's staff, and/or subProviders; or,
- (d) If CPHCS determines, based on reliable and factual information, that the institution is experiencing difficulty in securing treatment from Provider; or,
- (e) If CPHCS determines, based on reliable and factual information, that Provider has failed to meet the terms, conditions and/or responsibilities of the Agreement.

(2) Termination for Insolvency

CPHCS may terminate this Agreement immediately if Provider files any federal bankruptcy action or state receivership action, whether voluntarily or involuntarily; or if, based on reliable information, CPHCS determines there is a substantial probability that Provider will be financially unable to continue performance under this Agreement.

(3) Obligations Upon Termination

From and after the effective date of termination of this Agreement, Provider shall not be entitled to compensation for further services hereunder, except as expressly set forth in Alternative Arrangements Upon Termination.

Provider shall forthwith upon such termination, but in no event later than thirty (30) days following such termination:

- (a) Deliver to CPHCS a full accounting of the status of claims; and
- (b) Deliver to CPHCS all property and documents of CPHCS then in the custody of Provider.
- (c) All reports required from this agreement.

Despite termination, Provider or its solvent entity or administrator or receiver shall report to CPHCS on demand an update of the information in (a) and (b) above and any other relevant information.

The termination of this Agreement shall not relieve Provider of liability under the indemnification provisions.

The termination of this Agreement shall not relieve Provider of those duties under the Alternative Arrangements Upon Termination provision of this section.

Upon the termination of this Agreement for cause, all damages, losses and costs of CPHCS which flow from the breach shall be deducted from any sums due Provider hereunder and the balance, if any, shall be paid to Provider.

c. Alternative Arrangements Upon Termination

Upon cancellation of this Agreement, Provider agrees to assist CPHCS in securing alternative arrangements for the provision of care from another CPHCS contracted facility or health care Provider for those inmates receiving inpatient care at the time of termination. Provider further agrees to continue to provide adequate levels of health care services to inmates until alternative arrangements can be obtained. The rate of pay shall be consistent with the terms of this Agreement.

d. Assurances Upon Termination

Upon the termination of this Agreement for any reason whatsoever, Provider shall cooperate fully with CPHCS in order to effect an orderly transition of inmates to another facility. The foregoing shall include, without limitation, attending such post-termination meetings as shall be reasonably requested by CPHCS.

e. Governing Forum

This Agreement shall be interpreted, administered, and enforced according to the laws of the State of California (without regard to any conflict-of-laws provision), except as preempted by federal law. Any suit brought hereunder shall be brought in the State and federal courts sitting in Sacramento, California, the parties hereby waiving any claim or defense that any such forum is not convenient or proper. Each party agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by California law.

3. Responsibility Hearing

If this Agreement is terminated for cause, CPHCS reserves the right to conduct a responsibility hearing to determine if the Provider is a responsible bidder before an award of future agreements can be made.

4. Workers' Compensation – If Applicable

Provider hereby represents and warrants that Provider is currently and shall, for the duration of this agreement, carry workers' compensation insurance, at Provider's expenses, or that it is self-insured through a policy acceptable to the CPHCS, for all of the Provider's Staff, and/or anyone representing the Provider, including Sub-Providers who will be engaged in the performance of this agreement. Such coverage will be a condition of CPHCS's obligation to pay for services provided under this agreement.

Prior to approval of this agreement and before performing any work, Provider shall furnish to the State evidence of valid workers' compensation coverage. Provider agrees that the workers' compensation insurance shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires or is canceled at any time during the term of this agreement, Provider agrees to give at least thirty (30) days prior notice to CPHCS before said expiration date or immediate notice of cancellation. Evidence of coverage shall not be for less than the remainder of the term of the agreement or for a period of not less than one year. The State reserves the right to verify the Provider's evidence of coverage. In the event the Provider fails to keep workers' compensation insurance coverage in effect at all times, the State reserves the right to terminate this agreement and seek any other remedies afforded by the laws of this State.

Provider also agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all of Provider's, Provider's Staff, and/or anyone representing the Provider, including Sub-Providers related to any non-performance of this section.

5. Computer Software Management Memo

Provider certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

6. Liability for Nonconforming Work

The Provider will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. CPHCS, in its sole discretion, may use any reasonable means to cure any nonconformity. The Provider shall be responsible for reimbursing CPHCS for any additional expenses incurred to cure such defects.

7. Liability for Loss and Damages

Any damages by the Provider to the State's facility including equipment, furniture, materials or other State property, will be repaired or replaced by the Provider to the satisfaction of the State at no cost to the State. The State may, at its option, repair any such damage and deduct the cost thereof from any sum due Provider under this Agreement.

8. Temporary Nonperformance

If, because of mechanical failure or for any other reason, the Provider shall be temporarily unable to perform the work as required, the State, during the period of the Provider's inability to perform, reserves the right to accomplish the work by other means and shall be reimbursed by the Provider for any additional costs above the Agreement price.

9. Extension of Terms

This Agreement may be amended to extend the term if it is determined to be in the best interest of the State. Upon signing the amendment, Provider hereby agrees to provide services for the extended period at the rates specified in the original Agreement.

10. Accounting Principles/ No Dual Compensation

The Provider will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a Provider cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

11. SubProvider/Consultant Information

Provider is required to identify all subProviders and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the Provider shall notify the Department of Corrections and Rehabilitation, California Prison Health Care Services, Contracts Branch within ten (10) working days, of any changes to the subProvider and/or consultant information.

12. Employment of Ex-Offenders

Provider cannot and will not either directly, or on a subcontract basis, employ in connection with this Agreement:

- a. Ex-Offenders on active parole or probation;
- b. Ex-Offenders at any time if they are required to register as a sex offender pursuant to Penal Code Section 290 or if such ex-offender has an offense history involving a "violent felony" as defined in subparagraph (c) of Penal Code Section 667.5; or
- c. Any ex-felon in a position which provides direct supervision of parolees.

Ex-Offenders who can provide written evidence of having satisfactorily completed parole or probation may be considered for employment by the Provider subject to the following limitations:

- a. Provider shall obtain the prior written approval to employ any such ex-offender from the Authorized Administrator; and
- b. Any ex-offender whose assigned duties are to involve administrative or policy decision-making; accounting, procurement, cashiering, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the State of California.

13. Electronic Waste Recycling

The Provider certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Provider shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

14. Licenses and Permits

The Provider shall be an individual or firm licensed to do business in California and shall obtain at Provider's expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Provider agrees to provide the CPHCS with a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the Provider fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

15. Excise Tax

The State of California is exempt from federal excise taxes; no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

16. Permits and Certifications from State Board of Equalization

This solicitation and any resulting contract shall be subject to all requirements as set forth in Sections 6487, 7101 and sections 6452.1, 6487.3, 18510 of the Revenue and Taxation Code, and section 10295.1 of the Public Contract Code requiring suppliers to provide a copy of their reseller's permit or certification of registration and, if applicable, the permit or certification of all participating affiliates, issued by California's State Board of Equalization. Effective January 1, 2004, awarding departments must obtain, prior to award, copies of the permits or certifications from the proposed awardee. Failure of the supplier to comply by supplying the required permit or certification will cause the supplier's bid response to be considered non-responsive and their bid rejected. Unless otherwise specified in this solicitation, a copy of the reseller's permit or certification of registration must be supplied within five (5) state business days of the request made by the State

17. Conflict of Interest

The Provider and their employees shall abide by the provisions of Government Code (GC) Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., Public Contract Code (PCC) Sections 10335 et seq. and 10410 et seq., California Code of Regulations (CCR), Title 2, Section 18700 et seq. and Title 15, Section 3409, and the Department Operations Manual (DOM) Section 31100 et seq. regarding conflicts of interest.

a. Providers and Their Employees

Consultant Providers shall file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 prior to commencing services under the Agreement, annually during the life of the Agreement, and within thirty (30) days after the expiration of the Agreement. Other service Providers and/or certain of their employees may be required to file a Form 700 if so requested by the CPHCS or whenever it appears that a conflict of interest may be at issue. Generally, service Providers (other than consultant Providers required to file as above) and their employees shall be required to file an FPPC Form 700 if one of the following exists:

- (1) The Agreement service has been identified by the CPHCS as one where there is a greater likelihood that a conflict of interest may occur;
- (2) The Provider and/or Provider's employee(s), pursuant to the Agreement, makes or influences a governmental decision; or
- (3) The Provider and/or Provider's employee(s) serves in a staff capacity with the CPHCS and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for the CPHCS that would otherwise be performed by an individual holding a position specified in the CPHCS's Conflict of Interest Code.

b. Current State Employees

- (1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- (2) No officer or employee shall contract on his or her own behalf as an independent Provider with any state agency to provide goods or services.
- (3) In addition to the above, CPHCS officials and employees shall also avoid actions resulting in or creating an appearance of:
 - (a) Using an official position for private gain;
 - (b) Giving preferential treatment to any particular person;
 - (c) Losing independence or impartiality;
 - (d) Making a decision outside of official channels; and
 - (e) Affecting adversely the confidence of the public or local officials in the integrity of the program.
- (4) Officers and employees of the Department must not solicit, accept or receive, directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the State.

c. Former State Employees

- (1) For the two year (2-year) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Agreement while employed in any capacity by any state agency.
- (2) For the twelve-month (12-month) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Agreement within the 12-month period prior to his or her leaving state service.

In addition to the above, the Provider shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to inmates or parolees. The Provider shall not itself employ or offer to employ inmates or parolees either directly, or indirectly through an affiliated company, person or business unless specifically authorized in writing by the CPHCS. In addition, the Provider shall not (either directly, or indirectly through an affiliated company, person or business) engage in financial dealings with inmates or parolees, except to the extent that such financial dealings create no actual or potential conflict of interest, are available on the same terms to the general public, and have been approved in advance in writing by the CPHCS. For the purposes of this paragraph, "affiliated company, person or business" means any company, business, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind which has any ownership or control interest whatsoever in the Provider, or which is wholly or partially owned (more than 5% ownership) or controlled (any percentage) by the Provider or by the Provider's owners, officers, principals, directors and/or shareholders, either directly or indirectly. "Affiliated companies, persons or businesses" include, but are not limited to, subsidiary, parent, or sister companies or corporations, and any company, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind that is wholly or partially owned or controlled, either directly or indirectly, by the Provider or by the Provider's owners, officers, principals, directors and/or shareholders.

The Provider shall have a continuing duty to disclose to the State, in writing, all interests and activities that create an actual or potential conflict of interest in performance of the Agreement.

The Provider shall have a continuing duty to keep the State timely and fully apprised in writing of any material changes in the Provider's business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the Provider's business status or structure that could affect the performance of the Provider's duties under the Agreement.

If the Provider violates any provision of the above paragraphs, such action by the Provider shall render this Agreement void.

Members of boards and commissions are exempt from this section if they do not receive payment other than payment for each meeting of the board or commission, payment for preparatory time and payment for per diem.

18. Disclosure

Neither the State nor any State employee will be liable to the Provider or its staff for injuries inflicted by inmates or parolees of the State. The State agrees to disclose to the Provider any statement(s) known to State staff made by any inmate or parolee which indicates violence may result in any specific situation, and the same responsibility will be shared by the Provider in disclosing such statement(s) to the State.

19. Security Clearance/Fingerprinting

The State reserves the right to conduct fingerprinting and/or security clearance through the Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit Provider and/or Provider's employees' access to State premises. Provider is responsible for having all employees, subProviders, or other personnel responsible for discharging Provider's duties and obligations under this Agreement to obtain a completed Live Scan Background check at the Provider's cost as part of the credentialing requirements to perform services on-site at the institutions. The State further reserves the right to terminate the Agreement should a threat to security be determined.

20. Notification of Personnel Changes

Provider must notify the State, in writing, of any changes of those personnel allowed access to State premises for the purpose of providing services under this Agreement. In addition, Provider must recover and return any State-issued identification card provided to Provider's employee(s) upon their departure or termination.

21. Non Eligible Alien Certification

By signing this Agreement Provider certifies, under penalty of perjury, that Provider, if a sole proprietor, is not a nonqualified alien as that term is defined by the United States Code (U.S.C.) Title 8, Chapter 14, Section 1621 et seq.

Sections 22 through 25 apply to services provided on departmental and/or institution grounds:

22. Bloodborne Pathogens

Provider shall adhere to California Division of Occupational Safety and Health (CAL-OSHA) regulations and guidelines pertaining to bloodborne pathogens.

23. Tuberculosis (TB) Testing

In the event that the services required under this Agreement will be performed within a CPHCS institution/parole office/community based program, prior to the performance of contracted duties, Providers and their employees who are assigned to work with inmates/parolees on a regular basis shall be required to be examined or tested or medically evaluated for TB in an infectious or contagious stage, and at least once a year thereafter or more often as directed by CPHCS. Regular basis is defined as having contact with inmates/parolees in confined quarters more than once a week.

Providers and their employees shall be required to furnish to CPHCS, at no cost to CPHCS, a form CDCR 7336, "Employee Tuberculin Skin Test (TST) and Evaluation," prior to assuming their contracted duties and annually thereafter, showing that the Provider and their employees have been examined and found free of TB in an infectious stage. The form CDCR 7336 will be provided by CPHCS upon Provider's request.

The CDCR 7336 form is required to have completed thirty (30) days or less prior to be provided to CPHCS as verification of the testing and evaluation.

24. Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Inmates

Individuals who are not employees of the CDCR/CPHCS, but who are working in and around inmates who are incarcerated within California's institutions/facilities or camps, are to apprise themselves of the laws, rules and regulations governing conduct in associating with prison inmates. Prior to initial entry onto institution grounds Provider will receive a summary of the pertinent rules and regulations regarding conduct when non-departmental employees come into contact with prison inmates.

By signing this contract, the Provider agrees that if the provisions of the contract require the Provider to enter an institution/facility or camp, the Provider and any employee(s) and/or subProvider(s) shall be made aware of and shall abide by the following laws, rules and regulations governing conduct in associating with prison inmates:

- a. Persons who are not employed by CDCR/CPHCS, but are engaged in work at any institution/facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior in associating with prison inmates. Failure to comply with these guidelines may lead to expulsion from CDCR institutions/facilities or camps.

SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Sections 3285 and 3415

- b. CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO HOSTAGE" policy and all prison inmates, visitors, and employees shall be made aware of this.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304

- c. All persons entering onto institution/facility or camp grounds consent to search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property, or vehicle may be cause for denial of access to the premises.

SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3177, and 3288

- d. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Director, Warden, and/or Regional Parole Administrator.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176 (a)

- e. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR institutions/facilities or camps without the prior approval of the Warden. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to leave said premises when requested to do so. Failure to comply with this provision could lead to prosecution.

SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173 and 3289

- f. Encouraging and/or assisting prison inmates to escape is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison inmates firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana.

SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574

- g. It is illegal to give or take letters from inmates without the authorization of the Warden. It is also illegal to give or receive any type of gift and/or gratuities from prison inmates.

SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424 and 3425

- h. In an emergency situation the visiting program and other program activities may be suspended.

SOURCE: PC Section 2601; CCR, Title 15, Section 3383

- i. For security reasons, visitors must not wear clothing that in any way resembles state issued prison inmate clothing (blue denim shirts, blue denim pants).

SOURCE: CCR, Title 15, Section 3171 (b) (3)

- j. Interviews with SPECIFIC INMATES are not permitted. Conspiring with an inmate to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action.

SOURCE: CCR, Title 15, Sections 3261.5, 3315 (3) (W), and 3177.

25. Gate Clearance

Provider and Provider's employee(s) and/or subProvider(s) must be cleared prior to providing services. The Provider will be required to complete a Request for Gate Clearance for all persons entering the facility a minimum of ten (10) working days prior to commencement of service. The Request for Gate Clearance must include the person's name, social security number, valid state driver's license number or state identification card number and date of birth. Information shall be submitted to the Contract Liaison or his/her designee. CPHCS uses the Request for Gate Clearance to run a California Law Enforcement Telecommunications System (CLETS) check. The check will include Department of Motor Vehicles check, Wants and Warrants check, and Criminal History check.

Gate clearance may be denied for the following reasons: Individual's presence in the institution presents a serious threat to security, individual has been charged with a serious crime committed on institution property, inadequate information is available to establish positive identity of prospective individual, and/or individual has deliberately falsified his/her identity.

All persons entering the facilities must have a valid state driver's license or photo identification card on their person.

26. Disabled Veteran Business Enterprise (DVBE)

Agreements Exempt from DVBE (exempt by statute or CDCR policy, medical, IDL, etc.)

If this Agreement is exempt from DVBE requirements, CDCR requests your assistance in achieving legislatively established goals for the participation of DVBEs by reporting any certified DVBEs that will be used in the performance of this Agreement.

27. Personnel (Approval/Disapproval)

Provider agrees to allow CPHCS the right to 1) approve, in advance, any personnel to be assigned to this contract, and 2) disapprove the continuing assignment of any personnel. If any employee of the Provider is unable to perform due to illness, resignation or other factors beyond the Provider's control, the Provider shall immediately provide acceptable substitute personnel.

The Provider shall report in writing the resignation or dismissal of personnel who are an essential part of the successful operation of the contracted program. The CPHCS may immediately terminate the Agreement if the replacement of personnel is detrimental to the program as determined by the CPHCS.

28. Insurance Requirements – If Applicable

Insurance as required herein shall be a condition of the State's obligation to pay for services provided under this Agreement. Prior to approval of this Agreement and before performing any work, Provider and any subProvider shall furnish to the State evidence of valid coverage. The following shall be considered evidence of coverage: A certificate of insurance, a "true and certified"

copy of the policy, or any other proof of coverage issued by Provider's insurance carrier. Binders are not acceptable as evidence of coverage. Providing evidence of coverage to the State conveys no rights or privileges to the State, nor does it insure any State employee or insure any premises owned, leased, used by or otherwise or under the control of the State. It does, however, serve to provide the State with proof that the Provider and any subProvider is insured at the minimum levels required by the State of California.

Provider agrees that any liability insurance required in the performance of this Agreement shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled during the term of this Agreement, Provider's insurance Provider must agree to give at least thirty (30) days prior notice to the State before said expiration date or notice of cancellation. Evidence of coverage required in the performance of this Agreement shall not be for less than the remainder of the term of this Agreement or for a period of not less than one year. The State and the Department of General Services (DGS) reserve the right to verify the Provider's evidence of coverage; evidence of coverage is subject to the approval of the DGS. In the event the Provider fails to keep insurance coverage as required herein in effect at all times, the State reserves the right to terminate this Agreement and to seek any other remedies afforded by the laws of the State of California.

Self-insured public entities **MUST** provide proof of self-insurance.

Provider hereby represents and warrants that Provider is currently and shall remain, for the duration of this Agreement at Provider's own expense, insured against:

a. **Commercial General Liability – (If Applicable)**

Provider agrees to carry a minimum of \$1,000,000 per occurrence for bodily injury and property damage liability combined **(Required if the services are provided at the Provider's facility/office)**.

The certificate of insurance **must** include the following provisions:

- The insurer will not cancel the insured's coverage without 30 days prior written notice to the State. The California Department of Corrections and Rehabilitation must be named as the "Certificate Holder" and list the following:

State of California
California Department of Corrections and Rehabilitation (CDCR)
California Prison Health Care Services (CPHCS)
Contract Branch
P. O. Box 4038
Sacramento, CA 95812-4038

- The State of California, its officers, agents, employees, and servants are hereby named as additional insured, but only with respect to work performed for the State of California. *(Not required for Professional Liability Insurance)*.

b. **Auto Liability – (If Applicable)**

Provider certifies that Provider and any employees, subProviders and/or referred personnel providing services on-site at CDCR institutions possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof of insurance at any time. Coverage shall be maintained throughout the term of this Agreement. In the event the Provider or any employee, subProvider and/or referred personnel of the Agreement fails to keep the proper insurance coverage in effect at all times, the State may, in addition to any other remedies it may have, terminate the contract.

If Provider is performing services using a mobile MRI, CT, Mammography on institution grounds:

Provider agrees to carry automobile liability coverage of \$1,000,000 per claim if Provider transports equipment onto institution grounds in the performance of services under this Agreement.

c. **Professional Liability – (If Applicable)**

Provider agrees to carry a minimum coverage of \$1,000,000 per claim up to an annual aggregate of \$3,000,000 for professional liability.

Such coverage(s) as referenced shall be a condition of the CPHCS's obligation to pay for services provided under this contract. Prior to approval of this contract and before performing any work, Provider shall furnish to the State evidence of valid coverage. The following shall be considered evidence of coverage: a certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Provider's insurance carrier or proof of self-insurance. Binders are not acceptable as evidence of coverage per California Insurance Code, Section 382.5.

Providing evidence of coverage to the State does not convey any rights or privileges to the CPHCS. It does, however, serve to provide the State with proof that the Provider is insured up to the required minimums, as required by California law. By signing this Agreement, the Provider certifies that the professional liability insurance carrier has knowledge of the Provider's extension of services to CDCR inmates. Such action conveys no coverage to the State under the Provider's policy nor does it insure any State employee or insure any premises owned, leased, or otherwise used by or under the control of the State with respect to coverage.

Provider agrees that the liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is canceled at any time during the term of this contract, Provider agrees to give, at least thirty (30) days prior notice to the State before said expiration date or immediate notice of cancellation. Evidence of coverage as provided for herein shall not be for less than the remainder of the term of the contract or for a period of not less than one year. CDCR/CPHCS and the Department of General Services (DGS) reserve the right to verify the Provider's evidence of coverage; evidence of coverage is subject to the approval of the DGS. In the event the Provider fails to keep in effect at all times insurance coverage as herein provided, the State reserves the right to terminate this contract and seek any other remedies afforded by the laws of this State.

Provider also agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any claims and losses resulting from actby Provider's officers, agents and employees related to the performance of this agreement.

29. Authority

Provider hereby recognizes that this Agreement is entered into under the authority of the California Penal Code, Section 5054, which places the responsibility for the custody and care of California's institutionalized public offenders on the Secretary of CDCR, and California Code of Regulations (CCR) Title 15, which authorizes the Secretary of CDCR to contract for the provision of inmate health care services.

Provider hereby recognizes that this agreement is entered into under the authority of the Receiver appointed under the Court Order No. C01-1351 THE Marciano Plata, et al., vs. Arnold Schwarzenegger, et al., which places the responsibility for all medical care of CDCR institutionalized public offenders on the Receiver.

30. Small Business and DVBE Participation – Commercially Useful Functions

This solicitation and any resulting Agreement shall be subject to all requirements as set forth in AB 669, Statutes of 2003 pertaining to the following code sections: Government Code Sections 14837, 14838.6, 14839, 14842, 14842.5 and Military and Veterans Code (MVC) Sections 999, 999.6, 999.9. In part, these code sections involve requirements to qualify as a California certified Small Business, Microbusiness and DVBE. Effective January 1, 2004, the aforementioned companies must perform a **commercially useful function** to be eligible for award. AB 669 also requires that the DVBE be "domiciled" in California. Failure of the supplier to comply with the definition of and detailed requirements for providing a **commercially useful function** will cause the supplier's bid response to be considered non-responsive and their bid will be rejected. Also, Providers found to be in violation of certain provisions contained within these code sections may be subject to loss of certification, penalties and Agreement cancellation.

31. Duly Organized

Provider is duly organized, qualified and validly existing and in good standing under the laws of this State and in all other jurisdictions where Provider is conducting business. Provider has all requisite power and authority to own and operate its properties and to carry on its business as and where now conducted and to enter into and perform its obligations under this Agreement.

32. Authorizations

Provider has completed, obtained and performed all registration, filings, approvals, authorizations, consents or examinations required by any government or governmental authority for its acts under this Agreement.

33. Reimbursement for the Paroled

Provider understands and agrees that CDCR does not have statutory authority to render payment for services provided to parolees (California Code of Regulations Title 15, Section 3356). In the event that an inmate reaches his/her parole date while in the care of the Provider, the appropriate CPHCS Health Care Manager or physician designee shall notify, no later than ten (10) working days before the date of parole, the parolee's appropriate CDCR Parole Region and the inmate/patient's upcoming parole date and medical status. The CMO or Health Care Manager shall make a good faith effort to notify the Provider if an inmate/patient's parole date is expected to occur while the inmate/patient is under the Provider's care.

The appropriate Parole Region will notify the Agent of Record who will assist in providing for appropriate follow-up care to include:

- a. Transfer to a community health facility in the geographic vicinity of the parole region; or
- b. Continued care in the existing community health facility with arrangements for continued payment by the county of residence and/or enrollment in the Medi-Cal Program; or
- c. Transfer to outpatient care in the area of the parole release

Provider agrees that under no circumstances shall the parole date prevent an inmate from receiving emergency medical services or result in being discharged prematurely.

34. Exempt from Public Disclosure – (Applicable to Confidential Contracts)

Government Code (GC) 6254.14 exempts the CDCR from publicly disclosing the terms and conditions of its negotiated health care agreements. Except for required disclosures set forth in GC 6254.14, CDCR and Provider agree to protect the confidentiality of the terms and conditions of this Agreement and any amendment for one (1) year after execution, and to protect the confidentiality of the rates contained in this Agreement and any amendment for four (4) years after execution.

35. Health Records

- a. Health records shall be kept in accordance with CCR, Title 22, Section 70751, on all inmate/patients admitted for treatment and inmates receiving emergency services, outpatient services and/or outpatient surgeries. All required inmate/patient health records, either originals or accurate reproduction of the contents of such originals, shall be maintained by Provider, or his/her authorized medical staff, in such form as to be legible and readily available upon request by authorized representatives of CDCR, CPHCS and any other person authorized by law to make such a request.
- b. Provider shall safeguard the information in all health records of CDCR inmates against loss, defacement, tampering or use by unauthorized persons.
- c. Inmate/patient health records including x-ray films or reproductions thereof shall be preserved safely for a minimum of seven (7) years following discharge of the inmate/patient in accordance with CCR, Title 22, Section 70751.
- d. Provider shall provide copies of inmate/patient health records or information within health records, as requested by CPHCS, at no additional charge.

36. Right to Receive and Release Information

For the purpose of enforcing or interpreting this Agreement, or resolving any dispute regarding the provisions under this Agreement, whether administrative or medical, both parties agree to share all relevant information, including inmate/patient data, subject to applicable law.

37. Confidentiality of Health Information

CPHCS and Provider agree that all inmate/patient health information is identified as confidential and shall be held in trust and confidence and shall be used only for the purposes contemplated under this Agreement.

Provider by acceptance of this Agreement is subject to all of the requirements of the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (Code of Federal Regulations (CFR), Title 45, Sections 164.501 et seq.); the California Government Code

Section 11019.9; California Civil Code Sections 56 et seq.; and California Civil Code Sections 1798, et seq.; regarding the collections, maintenance, and disclosure of personal and confidential information about individuals. Attached as Exhibit "G" and incorporated herein is a Business Associate Agreement which memorializes the parties' duties and obligations with respect to the protection, use, and disclosure of protected health information.

38. Confidentiality of Data

All financial, statistical, personal, technical and other data and information relating to State's operation, and any other data which is designated confidential by the State and made available to carry out this Agreement, or which become available to the Provider in order to carry out this Agreement, shall be protected by the Provider from unauthorized use and disclosure.

If the methods and procedures employed by the Provider for the protection of the Provider's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used with the written consent of the State. The Provider shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in the Provider's possession that is independently developed by the Provider outside the scope of the Agreement or is rightfully obtained from third parties.

No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Provider pursuant to this Agreement shall be released, published, or made available to any person (except to the State) in violation of any State or federal law.

Provider by acceptance of this Agreement is subject to all of the requirements of California Government Code Section 11019.9 and California Civil Code Sections 1798, et seq., regarding the collection, maintenance, and disclosure of personal and confidential information about individuals.

39. Provider Employee Misconduct

Agreements with Private Entities:

During the performance of this Agreement, it shall be the responsibility of the Provider whenever there is an allegation of employee misconduct associated with and directly impacting inmate and/or parolee rights, to immediately notify the CPHCS of the incident(s), to cause an investigation to be conducted, and to provide CPHCS with all relevant information pertaining to the incident(s). All relevant information includes, but is not limited to: a) investigative reports; b) access to inmates/parolees and the associated staff; c) access to employee personnel records; d) that information reasonably necessary to assure CPHCS that inmates and/or parolees are not or have not been deprived of any legal rights as required by law, regulation, policy and procedures; and e) written evidence that the Provider has taken such remedial action, in the event of employee misconduct with inmates and/or parolees, as will assure against a repetition of the incident(s). Notwithstanding the foregoing, and without waiving any obligation of the Provider, CPHCS retains the power to conduct an independent investigation of any incident(s). Furthermore, it is the responsibility of the Provider to include the foregoing terms within any and all subcontracts, requiring that subProvider(s) agree to the jurisdiction of CPHCS to conduct an investigation of their facility and staff, including review of subProvider employee personnel records, as a condition of the Agreement.

40. Hiring Considerations

If this Agreement is in excess of \$200,000, the Provider shall be required to give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code, Section 11200 et seq.

41. Physician Ownership and Referral Act of 1993

In accordance with the Physician Ownership and Referral Act of 1993, Provider shall not refer any inmate/patient to any health care Provider or health-related facility if the Provider has a financial interest with that health care Provider or health-related facility.

Provider may make a referral to or request consultation from a sole source health care Provider or health-related facility in which financial interest is held if the Provider is located where there is no alternative Provider of service within either 25 miles or 40 minutes traveling time. The Provider shall disclose, in writing, to CPHCS the Provider's financial interest at the time of referral or request for consultation. In no event, will this prohibit inmates/patients from receiving emergency health care services.

42. Quality Assurance

Provider agrees to maintain an active, systematic process based on objective and measurable criteria by which to monitor and evaluate the quality and appropriateness of inmate/patient health care services and to provide assurances that those services rendered were cost effective, medically necessary, and delivered with the assurance of quality.

Provider agrees to maintain a mechanism for reporting the results of these activities to CPHCS. Provider shall, as requested, provide CPHCS with inmate/patient data needed for the purposes of updating, enhancing or modifying the CPHCS Medical Standards of Care health care policy. Inmate/patient data requested shall include patient complications, patient mortality, instability at discharge/transfer, post-discharge complication rate, post-discharge mortality rate, and readmission rate. Additional data may be provided to CPHCS upon request when endorsed in writing and agreed upon by both parties.

43. Quality Assurance and Financial Audits/Reviews

- a. CPHCS reserves the right at its expense to make periodic quality of care audits and reviews for health care services rendered to inmates/patients. The purpose of these audits or reviews is to verify Provider's compliance with the performance provisions, scope of work, terms and conditions selected for review in this Agreement, and compliance with State laws and regulations and/or CPHCS policies and guidelines.
- b. CPHCS may make periodic audits at its expense regarding the quality of medical care rendered to inmates/patients as well as verify compliance with the terms and conditions pursuant to this Agreement and compliance with State laws and regulations, including adherence to CPHCS policies and guidelines. CPHCS may also audit and examine records and accounts which pertain, directly or indirectly, to Provider. Provider shall cooperate with such auditors; however, such audit shall not interfere with the administration of Provider nor with the delivery of health care services.

- c. Subject to applicable law, audit/review may be undertaken directly by CPHCS or by third parties engaged by CPHCS, including accountants, consultants and physicians. Provider shall cooperate fully with such auditors; however, such audit shall not interfere with the administration of Provider nor with the delivery of health care services.
- d. All adjustments, payments, and reimbursements determined by CPHCS or its representatives to be necessary by such audit/review shall be effected promptly by Provider upon issuance of a final audit report, except for portions of that report which are challenged or appealed by Provider. In the case of challenge or appeal, Provider shall effect the adjustment, payment or reimbursement immediately upon a settlement, or pursue remedy through the dispute resolution provisions set forth in this Agreement.
- e. Physicians Only: Provider does not waive its right under California Evidence Code Section 1157 et seq. The CPHCS recognizes that the records and proceedings of Provider's committees responsible for the evaluation and improvement of the quality of care are protected under Section 1157 of the Evidence Code; and, accordingly, CPHCS shall maintain the confidentiality of all Provider peer review information to which it may gain access under this Agreement. The CPHCS shall not disclose any information obtained from Provider hereunder except as expressly approved by Provider or as required by law.
- f. Provider shall furnish, upon request by CPHCS, any inmate/patient records maintained by Provider or its medical and/or professional staff or any authorized officer, agent or employee, including, but not limited to, x-rays, lab results, and any medical committee reviews and recommendations related to a CDCR inmate.
- g. Findings shall be submitted to Provider, and CPHCS will establish a review date at which time expectations and time frames for correcting any deficiencies will be established. Failure by Provider to correct deficiencies, within agreed upon time frames, shall be reason for termination in accordance with the Termination of Agreement for Cause provision in this Exhibit.

44. Utilization Management (UM)

- a. CPHCS reserves the right to inspect, monitor, and perform utilization reviews prospectively, concurrently, or retrospectively, regarding the courses of medical treatment or hospitalization provided to CDCR's inmate/patients when performed by Provider and/or Provider's subcontract Providers. CPHCS may delegate this right to another State Agency or party. Such reviews shall be undertaken to determine whether the course of treatment or services had prior authorization, were medically necessary and performed in accordance with CPHCS's Medical Standards of Care.
- b. Provider agrees to make available to CPHCS for purposes of utilization review, an individual inmate/patient's medical record upon request from a CPHCS physician or UM nurse. Provider agrees that Provider's discharge protocols may not be applicable to all CPHCS cases and that discharge determinations shall be with the concurrence of the CPHCS attending physician.
- c. Provider acknowledges and agrees to inform its subcontract Providers that UM decisions shall not be deemed a substitute for the independent judgment of the treating physician or preclude treatment but shall be cause for denial of compensation for such treatment or hospitalization found to be inappropriate, whether identified through prospective, concurrent, or retrospective utilization review.

- d. Provider acknowledges and agrees that concurrent utilization management review shall not operate to prevent or delay the delivery of emergency medical treatment.

45. Utilization Management Appeals

Should the Provider disagree with the retrospective Utilization Management (UM) review of an invoice/service that results in a denial or disallowance of a billed service, the Provider agrees to pursue resolution by sequentially following the steps described below: Each party involved in an appeal shall act quickly so that the appeal may be resolved promptly. Every effort should be made to complete action within the time limits contained in the appeal procedure. However, with the mutual consent of the parties, the time limitation for any step may be extended. If there has been no mutually agreed upon time extension, failure to respond to the appeal within the specified time frames shall allow the appellant to file an appeal at the next level. If this occurs, the higher level must respond to the appeal and may not return it to a lower level.

a. Informal Appeal

Provider shall informally appeal a UM decision to the institution's Health Care Manager or his/her physician designee who rendered the decision in conjunction with the Utilization Management Nurse. The Health Care Manager will evaluate the appeal and respond within thirty (30) days.

b. First Level Formal Appeal

If the Provider disagrees with the UM decision after an informal appeal, a formal first level appeal shall be submitted to the Medical Authorization Review (MAR) Subcommittee at the appropriate CDCR institution. Provider must appeal to the MAR Subcommittee, in writing, within sixty (60) days of receipt of MAR's notice to uphold the denial or deferral of service. The MAR Subcommittee will evaluate the appeal and respond within sixty (60) days.

c. Second Level Formal Appeal

Providers may request a second level formal appeal if dissatisfied with the result of the first level appeal. Provider shall submit second level appeals within sixty (60) days, in writing, to CPHCS's Health Care Review Subcommittee at the address below. The Health Care Review Subcommittee will evaluate the appeal and respond within sixty (60) days.

Attention: Assistant Deputy Director
Clinical Policy and Programs Branch
Health Care Review Subcommittee
Division of Correctional Health Care Services
P.O. Box 942883
Sacramento, CA 94283-0001

46. Unusual Circumstances

a. Major Disaster or Epidemic

In the event of any major disaster or epidemic, as declared by the Governor of the State and affecting Provider's service area, or epidemic, as declared by the State Department of Health Services, or other appropriate entity, Provider shall render or attempt to arrange for the provision of services insofar as practical, according to their best judgment, within the limitations of such facilities and personnel as are then available, but neither Provider nor Provider's employees have any liability or obligation for delay or failure to provide any such services due to lack of available facilities or personnel if such lack is the result of such disaster or epidemic.

b. Circumstances Beyond Provider's Control

If due to circumstances not reasonable within the control of Provider, such as complete or partial destruction of facilities, war, riot, civil insurrection, or similar causes, the rendition of service provided hereunder is delayed or rendered impractical, then Provider has no liability or obligation under this Agreement for such delay or such failure to provide services.

47. Indemnification

a. Terms of Contract

Provider shall indemnify, defend, and save harmless the State, CPHCS, and CPHCS's officers, employees and agents, against any and all losses, liabilities, settlements, claims, demands, damages, or deficiencies (including interest) and expenses of any kind (including, but not limited to, attorneys' fees) arising out of or due to a breach of any representation or warranty, covenant, or agreement of the Provider contained in this Agreement. The State, CPHCS and CPHCS's officers, agents, and employees shall be responsible for their own acts and omissions.

b. Provision of Services

Provider shall be solely responsible for any and all losses, liabilities, settlements, claims, demands, damages, or deficiencies (Including Interest) and expenses of any kind (Including but not limited to, attorney's fees) arising out of Provider's, Sub-Providers, or their representatives negligent acts or omissions hereunder. The State, CPHCS and CPHCS's officers, agents, and employees shall be responsible for their own acts and omissions.

1. **Agreement** means contract: A binding agreement to provide services.
2. **California Code of Regulations (CCR), Title 15** means the regulations that authorize the Director of the California Department of Corrections and Rehabilitation to contract for the provision of inmate health care.
3. **California Department of Corrections and Rehabilitation (CDCR)** means the State of California Department of Corrections and Rehabilitation, authorized by Penal Code, Section 5000 et seq., and the CCR, Title 15, to maintain the custody and care of California's institutionalized public offenders.
4. **California Victim Compensation and Government Claims Board** means the State Board whose function is to resolve all claims for money or damages filed against State agencies under Government Code Section 900 et seq., before a lawsuit against a State agency can be pursued.
5. **CDCR Medical Standards of Care** means the official CDCR health care policy document used by the CDCR Health Care Managers and Chief Medical Officers (HCM/CMO) to distinguish the parameters of the delivery of health care services and treatment to the State of California inmates.
6. **Community Health Facility** means any facility, place or building which is organized, maintained and operated for the diagnosis, care, prevention and treatment of human illness, physical or mental, including convalescence and rehabilitation and including care during and after pregnancy, or for any one or more of these purposes, for one or more persons, and to which the persons are admitted for a 24-hour stay or longer per Health and Safety Code, Division 2, Chapter 2, Article 1, Section 1250.
7. **Contract** means Agreement: a binding agreement to provide services.
8. **Contractor** means Provider: the physician and/or attending physician under locum tenens providing the medical specialty services under this Agreement, or the hospital, hospital's allied professional health care staff or hospital's physician and ancillary service contractors.
9. **Correctional Treatment Center** means a health facility with a specified number of beds within a State prison, county jail or California Youth Authority facility designated to provide health care to that portion of the inmate population not requiring general acute care level of services, but who are in need of professionally supervised health care beyond that normally provided in the community on an outpatient basis (CCR, Title 22, Division 5, Chapter 12, Article 1, Section 79516).
10. **Day** means calendar day, unless otherwise specified.

11. **Discharge Summary** means a brief recapitulation of significant findings and events of the patient's hospitalization, patient's condition on discharge and the recommendations and arrangements for future care (CCR, Title 22, Division 5, Licensing and Certification of Health Facilities, Home Health Agencies, Clinics, and Referral Agencies, Chapter 1, Article 7, Section 70749).
12. **Emergency Care Services** means the immediate care or treatment necessary to prevent death, severe or permanent disability or to alleviate severe pain, including medically necessary crisis intervention for inmates suffering from situational crisis or acute episodes of mental illness, in accordance with CCR, Title 15.
13. **Experimental or Investigational Treatment** means any treatment, therapy, procedure, drug or drug usage, facility or facility usage, equipment or equipment usage, device or device usage, or supplies which are not recognized as being in accord with generally accepted professional medical standards, or as being safe and effective for use in the treatment of an illness, injury, or condition at issue. Services which require approval by the federal government or any agency thereof, or by any state governmental agency prior to use, and where such approval has not been granted at the time the services were rendered, shall be considered experimental or investigational. Services which themselves are not approved or recognized as being in accord with accepted professional medical standards, but nevertheless are authorized by law or a governmental agency for use in testing, trials, or other studies on human patients, shall be considered experimental or investigational.
14. **Fiscal Year** means the accounting period from July 1 through June 30 of the following year.
15. **Health Care Manager (HCM)/Chief Medical Officer (CMO)** means the CDCR Division of Correctional Health Care Services' Deputy Director's designee responsible for the day-to-day supervision of field health care operations, reporting directly to the Division of Correctional Health Care Services' Health Care Regional Administrator for their respective institutions. Health Care Managers are part of the institution's executive management team and participate in institution executive staff meetings. Health Care Managers may also be CMOs. Health Care Managers are given full authority to grant prior authorization for the delivery of health care services rendered to prison inmates.
16. **Health Care Review Subcommittee** means the appointed CDCR officials authorized to review and approve health care services which are excluded from the CDCR Medical Standards of Care Policy.
17. **Hospital** means an institution which is licensed under all applicable State and local laws and regulations to provide diagnostic and therapeutic services for the medical diagnosis, treatment and care of injured, disabled or sick persons in need of acute inpatient medical and psychiatric or psychological care.
18. **Inmate/Patient** means the CDCR incarcerated public offender receiving health care services.
19. **Inmate/Patient Data** means any piece of information, administrative or medical, specific to an incarcerated public offender receiving medical or surgical treatment in

a hospital or hospital outpatient surgery center.

20. **In Personam Jurisdiction** means a court has power over a particular defendant.
21. **Locum Tenens** means a free benefit to professional liability insurance policies which provides policyholders forty-five (45) free days, (more or less, depending on carrier) for substitute physicians to perform the duties of the policyholder while he/she is on vacation or temporarily away from the office. A locum tenens shares the limits of liability with the named insured (Provider) and is identified on the evidence of valid coverage.
22. **May** means permissive.
23. **Medically Necessary** means health care services that are determined by the attending physician to be reasonable and necessary to protect life, prevent significant illness or disability, or alleviate severe pain, and are supported by health outcome data as being effective medical care (CCR, Title 15, Division 3, Chapter 1, Subchapter 4, Article 8, Section 3350(b), Provision of Medical Care and Definitions).
24. **Non-Essential Services** means a nonemergency/scheduled admission for medical services when the inmate's condition permits adequate time to schedule the necessary diagnostic workup and/or initiation of treatment, in accordance with CCR, Title 15.
25. **Patient Day** means a day in which an inmate/patient occupies an inpatient bed as of the midnight census. If both admission and discharge occur on the same day, the day is counted as one patient day.
26. **Penal Code Section 5054** means the section of law which grants the Director of the CDCR the authority and responsibility for the custody and care of California's institutionalized public offenders.
27. **Physician** means a person licensed to practice medicine or osteopathy in the State of California.
28. **Prescription Drugs** means all drugs which, under State or federal law, require the written prescription of a doctor, dentist, podiatrist or osteopath or any medicinal substance which is required to bear the legend "Caution: Federal Laws prohibit dispensing without a prescription" under the federal Food, Drug and Cosmetic Act.
29. **Prescription Order** means the request by a physician for each separate drug or medication and each authorized refill of such request.
30. **Prior Authorization** means the required advance authorization granted by the CMO/HCM or his/her designated representative.
31. **Provider** means Contractor: the physician and/or attending physician under locum tenens providing the medical specialty services under this Agreement, or the hospital, hospital's allied professional health care staff or hospital's physician and ancillary service contractors.

32. **Secretary** means Secretary of CDCR.
33. **Shall** means mandatory.
34. **Should** means suggested or recommended.
35. **Skilled Nursing Care** means skilled supervision and management of a complicated or extensive plan of care for an inmate/patient initiated and monitored by a physician in which there is a significantly high probability that complications would arise without the skilled supervision or implementation of the treatment program by a licensed nurse or therapist.
36. **State** means the State of California.
37. **State Administrative Manual (SAM)** means the manual which provides the policies and procedures and the uniform guidance for governing the fiscal and business management affairs of the State of California.
38. **Subcontractor** means any person or entity that has entered into an agreement with said Provider, either expressed or implied, for the specific purpose of performing any service under this Agreement.
39. **Total Patient Days** means the total inpatient days from the day of admission to, but not including, the day of discharge.
40. **Transfer Order** means the written document, issued and signed by the inmate/patient's attending physician, which notes the medications, treatment, and diet orders for the CDCR institution and provides instructions to the inmate/patient in order to maintain continuity of care. A transfer order is prepared when an inmate/patient is discharged from the hospital and is returning to a CDCR institution.
41. **Transfer Summary** means the written document which precedes or accompanies an inmate/patient upon an inmate/patient's discharge from the hospital to a skilled nursing or intermediate care facility, Correctional Treatment Center, or to the distinct skilled nursing or intermediate care service unit of the hospital where continuing care will be provided. The transfer summary, signed by the attending physician, includes the following information relative to the inmate/patient's 1) diagnosis; 2) hospital course; 3) medications; 4) treatments; 5) dietary requirements; 6) rehabilitation potential; 7) known allergies; and 8) treatment plan.
42. **Urgent Care** means a non-emergency admission or occurrence where timely evaluation and treatment is required for medical/psychiatric attention and/or hospitalization, but there is no immediate threat to loss of life or limb.
43. **Utilization Management (UM)** means a strategy designed to ensure that health care expenditures are restricted to those that are needed and appropriate by reviewing inmate/patient's medical records through the application of defined criteria and/or expert opinion. It assesses the efficiency of the health care process and the appropriateness of decision making related to the site of care, its frequency and its duration, through prospective, concurrent, and retrospective utilization reviews.

WHEREAS, Provider, hereinafter referred to in this Exhibit as "Business Associate," acknowledges that the CDCR, hereinafter referred to in this Exhibit as "Covered Entity," has in its possession data that contains individual identifiable health information as defined by Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA") and the regulations promulgated thereunder;

WHEREAS, Business Associate and Covered Entity acknowledge that the fulfillment of the Parties' obligations under this Service Agreement necessitates the exchange of, or access to, data including individual identifiable health information; and,

WHEREAS, the parties desire to comply with federal and California laws regarding the use and disclosure of individually identifiable health information, and in particular with the provisions of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated thereunder.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Terms used, but not otherwise defined, in this Exhibit shall have the meanings set forth below.

- 1.1 "HHS Transaction Standard Regulation" means the Code of Federal Regulations ("CFR") at Title 45, Sections 160 and 162.
- 1.2 "Individual" means the subject of protected health information (PHI) or, if deceased, his or her personal representative.
- 1.3 "Parties" shall mean the Covered Entity and Business Associate. (Covered Entity and Business Associate, individually, may be referred to as a "Party".)
- 1.4 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- 1.5 "PHI" shall have the same meaning as the term "protected health information" in 45 CFR §164.501, limited to the information created or received by Business Associate from or on behalf of the Covered Entity.
- 1.6 "Required By Law" shall have the same meaning as "required by law" in 45 CFR §164.501.
- 1.7 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

Any other terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms in the Privacy Rule.

ARTICLE 2
CONFIDENTIALITY

- 2.1 Obligations and Activities of Business Associate. Business Associate agrees as follows:
- (a) not to use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law;
 - (b) to establish, maintain, and use appropriate safeguards to prevent use or disclosure of the PHI other than as permitted herein;
 - (c) to report to Covered Entity any use, access or disclosure of the PHI not provided for by this Agreement, or any misuse of the PHI, including but not limited to systems compromises of which it becomes aware and to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result thereof. Business Associate shall be responsible for any and all costs (including the costs of Covered Entity) associated with mitigating or remedying any violation of this Agreement;
 - (d) to enforce and maintain appropriate policies, procedures, and access control mechanisms to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. The access and privileges granted to any such agent shall be the minimum necessary to perform the assigned functions;
 - (e) to provide access, at the request of Covered Entity, and in the time and manner reasonable designated by Covered Entity, to PHI in a Designated Record Set (as defined in the Privacy Rule), to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524;
 - (f) to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner reasonably requested by Covered Entity.
 - (g) to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner reasonably requested by Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
 - (h) to document such disclosures of PHI, and information related to such disclosures, as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528. Said documentation shall include, but not be limited to, the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. Said documentation shall be made available to Covered Entity upon request.

- (i) to provide to Covered Entity or an Individual, in a time and manner reasonably requested by Covered Entity, information collected in accordance with Section 2.1(h) above to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- (j) to promptly notify Covered Entity of all actual or suspected instances of deliberate unauthorized attempts (both successful and unsuccessful) to access PHI. Such notice shall be made to Covered Entity by telephone as soon as Business Associate becomes aware of the unauthorized attempt, and this telephone notification shall be followed within two (2) calendar days of the discovery of the unauthorized attempt by a written report to Covered Entity from Business Associate. Business Associate shall, at the same time, report to Covered Entity any remedial action taken, or proposed to be taken, with respect to such unauthorized attempt. Covered Entity shall have the discretion to determine whether or not any such remedial action is sufficient, and all such remedial action shall be at Business Associate's expense.
- (k) to maintain and enforce policies, procedures and processes to protect physical access to hardware, software and/or media containing PHI (e.g., hardcopy, tapes, removable media, etc.) against unauthorized physical access during use, storage, transportation, disposition and /or destruction.
- (l) to ensure that access controls in place to protect PHI and processing resources from unauthorized access are controlled by two-factor identification and authentication: a user ID and a Token, Password or Biometrics.
- (m) to implement, use and monitor its compliance with appropriate technological, administrative and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement. Business Associate shall provide Covered Entity with evidence of such safeguards upon Covered Entities request. Covered Entity has the right to determine, in its sole discretion, whether such safeguards are appropriate, and to require any additional safeguards it deems necessary.
- (n) In the event that Business Associate is served with legal process (e.g. a subpoena) or request from a governmental agency (e.g. the Secretary) that potentially could require the disclosure of PHI, Business Associate shall provide prompt (i.e., within twenty-four (24) hours) written notice of such legal process (including a copy of the legal process served) to the designated person at the Covered Entity. In addition, Business Associate shall not disclose the PHI without the consent of Covered Entity unless pursuant to a valid and specific court order or to comply with a requirement for review of documents by a governmental regulatory agency under its statutory or regulatory authority to regulate the activities of either party.
- (o) to submit to periodic audits by Covered Entity verifying Business Associate's compliance with appropriate technological, administrative and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement, as well as compliance with the terms and conditions pursuant to this Agreement and compliance with state and federal laws and regulations. Audit review may be undertaken directly by the Covered Entity or by third parties

engaged by the Covered Entity. Business Associate shall cooperate fully with Covered Entity or any such third party in connection with such audits.

2.2 Disclosures Required By Law.

In the event that Business Associate is required by law to disclose PHI, Business Associate will immediately provide Covered Entity with written notice and provide Covered Entity an opportunity to oppose any request for such PHI or to take whatever action Covered Entity deems appropriate.

2.3 Specific Use and Disclosure Provisions.

- (a) Except as otherwise limited in this Agreement, Business Associate may use PHI only to carry out the legal responsibilities of the Business Associate under this Service Agreement.
- (b) Except as otherwise limited in this Agreement, Business Associate may only disclose PHI (i) as Required By Law, or (ii) in the fulfillment of its obligations under the Service Agreement and provided that Business Associate has first obtained (A) the consent of Covered Entity for such disclosure, (B) reasonable assurances from the person to whom the information is disclosed that the PHI will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and (C) reasonable assurances from the person to whom the information is disclosed that such person will notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4 Obligations of Covered Entity.

- (a) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosures of PHI.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (d) For any PHI received by Covered Entity from Business Associate on behalf of a third party or another covered entity, Covered Entity agrees to be bound to the obligations and activities of Business Associate enumerated in Section 2.1 as if and to the same extent Covered Entity was the named Business Associate hereunder.

2.5 Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

2.6 Policy and Procedure Review.

Upon request, Business Associate shall make available to Covered Entity any and all documentation relevant to the safeguarding of PHI including but not limited to current policies and procedures, operational manuals and/or instructions, and/or employment and/or third party agreements.

**ARTICLE 3
SECURITY****3.1 Government Healthcare Program Representations.**

Business Associate hereby represents and warrants to Covered Entity, its shareholders, members, directors, officers, agents, or employees have not been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or state law (including without limitation a plea of nolo contendere or participation in a first offender deterred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, state or local government agency, (d) the unlawful, manufacture, distribution, prescription, or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. Business Associate further agrees to notify Covered Entity immediately after Business Associate becomes aware that the foregoing representation and warranty may be inaccurate or may be incorrect.

3.2 Security Procedures.

Each Party shall employ security procedures that comply with HIPAA and all other applicable state and federal laws and regulations (collectively, the "Law") and that are commercially reasonable, to ensure that transactions, notices, and other information that are electronically created, communicated, processed, stored, retained or retrieved are authentic, accurate, reliable, complete and confidential. Moreover, each Party shall, and shall require any agent or subcontractor involved in the electronic exchange of data to:

- (a) require its agents and subcontractors to provide security for all data that is electronically exchanged between Covered Entity and Business Associate;
- (b) provide, utilize, and maintain equipment, software, services and testing necessary to assure the secure and reliable transmission and receipt of data containing PHI;
- (c) maintain and enforce security management policies and procedures and utilize mechanisms and processes to prevent, detect, record, analyze, contain and resolve unauthorized access attempts to PHI or processing resources;
- (d) maintain and enforce policies and guidelines for workstation use that delineate appropriate use of workstations to maximize the security of data containing PHI;

- (e) maintain and enforce policies, procedures and a formal program for periodically reviewing its processing infrastructure for potential security vulnerabilities;
- (f) implement and maintain, and require its agents and subcontractors to implement and maintain, appropriate and effective administrative, technical and physical safeguards to protect the security, integrity and confidentiality of data electronically exchanged between Business Associate and Covered Entity, including access to data as provided herein. Each Party and its agents and subcontractors shall keep all security measures current and shall document its security measures implemented in written policies, procedures or guidelines, which it will provide to the other Party upon the other Party's request.

**ARTICLE 4
EXCHANGE OF STANDARD TRANSMISSIONS**

- 4.1 Obligations of the Parties. Each of the Parties agrees that for the PHI,
- (a) it will not change any definition, data condition or use of a data element or segment as proscribed in the HHS Transaction Standard Regulation.
 - (b) it will not add any data elements or segments to the maximum denied data set as proscribed in the HHS Transaction Standard Regulation.
 - (c) it will not use any code or data elements that are either marked "not used" in the HHS Standard's implementation specifications or are not in the HHS Transaction Standard's implementation specifications.
 - (d) it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specifications.

4.2 Incorporation of Modifications to HHS Transaction Standards.

Each of the Parties agrees and understands that from time-to-time, HHS may modify and set compliance dates for the HHS Transaction Standards. Each of the Parties agrees to incorporate by reference into this Agreement any such modifications or changes.

4.3 Code Set Retention.

If applicable, both parties understand and agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, whichever is longer.

4.4 Business Associate Obligations.

- (a) Business Associate shall not submit duplicate transmissions unless so requested by Covered Entity.
- (b) Business Associate shall only perform those transactions, which are authorized by Covered Entity. Furthermore, Business Associate assumes all liability for any damage, whether direct or indirect, to the electronic data or to Covered Entity's systems caused by Business Associate's unauthorized use of such transactions.
- (c) Business Associate shall hold Covered Entity harmless from any claim, loss or damage of any kind, whether direct or indirect, whether to person or property, arising out of or related to (1) Business Associate's use or unauthorized disclosure of the electronic data; or (2) Business Associate's submission of data, including but not limited to the submission of incorrect, misleading, incomplete or fraudulent data.

- (d) Business Associate agrees to maintain adequate back-up files to recreate transmissions in the event that such recreations become necessary. Back-up tapes shall be subject to this Agreement to the same extent as original data.
- (e) Business Associate agrees to trace lost or indecipherable transmissions and make reasonable efforts to locate and translate the same. Business Associate shall bear all costs associated with the recreation of incomplete, lost or indecipherable transmissions if such loss is the result of an act or omission of Business Associate.
- (f) Business Associate shall maintain, for seven (7) years, true copies of any source documents from which it produces electronic data.
- (g) Except encounter data furnished by Business Associate to Covered Entity, Business Associate shall not (other than to correct errors) modify any data to which it is granted access under this Agreement or derive new data from such existing data. Any modification of data is to be recorded, and a record of such modification is to be retained by Business Associate for a period of seven (7) years.
- (h) Business Associate shall not disclose security access codes to any third party in any manner without the express written consent of Covered Entity. Business Associate furthermore acknowledges that Covered Entity may change such codes at any time without notice. Business Associate shall assume responsibility for any damages arising from its disclosure of the security access codes or its failure to prevent any third party use of the system without the express written consent of Covered Entity.
- (i) Business Associate shall maintain general liability coverage, including coverage for general commercial liability, for a limit of not less than one million dollars, as well as other coverage as Covered Entity may require to compensate any parties damaged by Business Associate's negligence. Business Associate shall provide evidence of such coverage in the form of a certificate of insurance and agrees to notify Covered Entity and/or HOI immediately of any reduction or cancellation of such coverage.
- (j) Business Associate agrees to conduct testing with Covered Entity to ensure delivery of files that are HIPAA-AS Compliant and to accommodate Covered Entity's specific business requirements.

4.5 Confidential And Proprietary Information

(a) Proprietary Information

Business Associate acknowledges that it will have access to certain proprietary information used in Covered Entity's business. Covered Entity's proprietary information derives its commercial value from the fact that it is not available to competitors or any third parties, and the disclosure of this information would or could impair Covered Entity's competitive position or otherwise prejudice its ongoing business. Business Associate agrees to treat as confidential, and shall

not use for its own commercial purpose or any other purpose, Covered Entity's proprietary information. Business Associate shall safeguard Covered Entity's proprietary information against disclosure except as may be expressly permitted herein. Such proprietary information includes, but is not limited to, confidential information concerning the business operations or practices of Covered Entity, including specific technology processes or capabilities.

**ARTICLE 5
MISCELLANEOUS**

5.1 Indemnification.

Business Associate shall indemnify, defend, and save harmless the State, CDCR, and CDCR's officers, employees and agents, against any and all losses, liabilities, settlements, claims, demands, damages, or deficiencies (including interest) and expenses of any kind (including, but not limited to, attorneys' fees) arising out of or due to a breach of the terms of this Exhibit to the Service Agreement, and arising out of Business Associate's acts or omissions in regard to the terms of this Exhibit to the Service Agreement. The foregoing indemnity is in addition to any other save harmless or indemnification set forth in this entire Agreement.

5.2 Term and Termination.

- (a) Term. The Term of this Agreement shall be effective as of the first date of commencement of services under this entire agreement, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Upon a material breach by Business Associate of its obligation hereunder, Covered Entity may (i) terminate this Agreement and the Service Agreement; (ii) permit Business Associate to cure the breach; (iii) report the violation to the Secretary; and/or (iv) require Business Associate to take such other action as Covered Entity may request, at Business Associate's expense.

Covered Entity's remedies under this paragraph shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other. If Covered Entity elects to terminate the Agreement pursuant to a breach of terms and conditions of this Exhibit, Covered Entity shall be relieved of any further obligations under the entire Agreement, and shall be immediately entitled to a refund of any amounts prepaid from the date of the termination through the end of the payment period, on a pro rata basis.

The foregoing termination language is in addition to any other termination language set forth in the entire agreement.

(c) Effect of Termination.

(i) Except as provided in paragraph 5.2(c)(ii), upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(ii) In the event that Business Associate determines that returning the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon Covered Entity's agreement that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

5.3 Disputes.HIPAA Appeal Procedures

CDCR has established and shall maintain an appeal procedure in accordance with CDCR Department Operations Manual, Section 22040.16. Business Associate agrees that disputes arising under the terms of this Exhibit shall be resolved in accordance with the following:

1. Verbal Appeal

Business Associate and CDCR's Privacy Officer, shall first attempt to resolve the problem by informal discussion. Business Associate agrees that CDCR's Division of Correctional Health Care Services shall be used as a resource in solving potential disputes.

2. Informal Appeal

If the issue is not resolved at the verbal appeal level, Business Associate shall file, within thirty (30) working days, an informal written appeal specifying: the issue(s) of dispute, legal authority or other basis for Business Associate's position, supporting evidence, and remedy sought, with the CDCR Chief, Licensing and Information Systems, and provide a photocopy to the CDCR Assistant Deputy Director, Office of Business Services. The CDCR Chief, Licensing and Information Systems, shall make a determination on the issue and respond in writing within thirty (30) working days of receipt of the informal appeal, indicating the decision reached.

3. Formal Appeal

Should Business Associate disagree with the informal appeal decision, Business Associate shall submit, within ten (10) working days after Business Associate's receipt of the decision of the informal appeal, to the CDCR Deputy Director, Division of Correctional Health Care Services, and a photo copy to the CDCR, Assistant Deputy Director, Office of Business Services, written notification indicating why the informal appeal decision is unacceptable, along with a copy of the original statement of dispute and a copy of CDCR's response. The CDCR Deputy Director, Division of

Correctional Health Care Services, or his/her designee may meet with Business Associate to review the issues within twenty (20) working days of the receipt of Business Associate's notification and shall provide Business Associate with written notification of the decision within forty-five (45) working days from the receipt of the formal appeal.

The foregoing dispute process is solely for the purpose of disputes arising from the terms and conditions of this Exhibit. Disputes in relation to the scope of work and other terms and conditions shall be in accordance with any other dispute language set forth in the entire Agreement.

5.4 Injunctive Relief.

Notwithstanding any rights or remedies provided for in Section 5.3, Covered Entity retains all rights to seek injunctive relief to prevent the unauthorized use or disclosure of PHI by Business Associate or any agent, contractor or third party that received PHI from Business Associate.

5.5 Regulatory References.

A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

5.6 Amendment.

The Parties agree to take such action as is necessary to amend this Agreement from time to time to the extent necessary for Covered Entity to comply with the requirements of HIPAA and its regulations. All amendments to this Exhibit shall be in writing and signed by both parties through a formal amendment to the entire agreement.

5.7 Survival.

The respective rights and obligations of Business Associate and Covered Entity under Sections 4.5, 5.1 and 5.2(c) of this Agreement shall survive the termination of this Agreement.

5.8 Limitation of Damages.

Other than liabilities under Section 5.1, neither party shall be liable to the other for any special, incidental, exemplary, punitive or consequential damages arising from or as a result of any delay, omission, or error in the electronic transmission or receipt of any information pursuant to this Agreement, even if the other Party has been advised of the possibility of such damages.

5.9 Interpretation.

Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

5.10 Third Party Beneficiary

Unless otherwise set forth herein, nothing contained herein is intended, nor shall it be construed, to create rights running of the benefit of third parties.

5.11 Notices

Any HIPAA related notice required hereunder shall be deemed to be sufficient if mailed to the parties at the addresses listed on original contract. In order to avoid unreasonable delay in the provision of the services to be rendered pursuant to this Agreement, Business Associate and Covered Entity shall each designate a specific "HIPAA" representative(s) for the purpose of communication between the parties. Such representative(s) may be changed upon written notice to the other party.

Covered Entity:

California Department of Corrections and Rehabilitation
Privacy Officer
HIPAA Compliance Unit
Division of Correctional Health Care Services
P.O. Box 942883
Sacramento, CA 94283-0001

Telephone: (916) 327-1842

Facsimile: (916) 327-0545

Exhibit H

List of Participating Institutions

Institution
Avenal State Prison (ASP) 1 Kings Way Avenal, CA 93204 (559) 386-7426; Fax (559) 386-7461
California Correctional Institution (CCI) End of Highway 202 Tehachapi, CA 93561 (661) 822-4402; Fax (661) 823-5043
California Institution for Women (CIW) 16756 Chino-Corona Road Frontera, CA 92880 (909) 597-1771; Fax (909) 393-8061
California Mens Colony (CMC) Highway 1 San Luis Obispo, CA 93409-8101 (805) 547-7900; Fax (805) 547-7513
California State Prison-Corcoran (COR) 4001 King Avenue Corcoran, CA 93212-8309 (559) 992-8800 x7992; Fax (559) 992-6196
California State Prison-Sacramento (SAC) Prison Road Represa, CA 95671 (916) 985-8610 x6170; Fax (916) 985-3521
California State Prison - Solano (SOL) 2100 Peabody Road Vacaville, CA 95687 (707) 451-0182; Fax (707) 454-3205
Calipatria State Prison (CAL) 7018 Blair Road Calipatria, CA 92233 (760) 348-7000; Fax (760) 348-7169
Central California Women's Facility (CCWF) 23370 Road 22 Chowchilla, CA 93610 (559) 665-5531 x7714; Fax (559) 665-8145
Correctional Training Facility (CTF) Highway 101N Soledad, CA 93960 (831) 678-3951; Fax: (831) 678-5907

Institution
California Correctional Center (CCC) 711-045 Center Road Susanville, CA 96127 (530) 257-2181 x1217; Fax (530) 252-3038
California Institution for Men (CIM) 14901 South Central Avenue Chino, CA 91710 (909) 606-7192; Fax (909) 606-7009
California Medical Facility (CMF) 1600 California Drive Vacaville, CA 95687 (707) 453-7040; Fax (707) 453-7027
California Rehabilitation Center (CRC) 5 th Street & Western Norco, CA 91760 (909) 737-2683; Fax: (909) 736-1488
California State Prison, Los Angeles County (LAC) 44750 60 th Street West Lancaster, CA 93536-7620 (661) 729-2000 x7046; Fax: (661) 729-6909
California State Prison - San Quentin (SQ) San Quentin, CA 94964 (415) 454-1460; Fax (415) 455-5091
California Substance Abuse Treatment Facility and State Prison at Corcoran (CSATF-CSA) 900 Quebec Avenue Corcoran, CA 93212 (559) 992-7100 x5434; Fax (559) 992-7104
Centinela State Prison (CEN) 2302 Brown Road Imperial, CA 92251 (760) 337-7900 x7080; Fax (760) 337-7665
Chuckawalla Valley State Prison (CVSP) 19025 Wileys Well Road Blythe, CA 92225 (760) 922-5300 x5225; Fax (760) 922-9780
Deuel Vocational Institution (DVI) 23500 Kasson Road Tracy, CA 95376 (209) 835-4141 x5420; Fax (209) 830-3808

Exhibit H

List of Participating Institutions

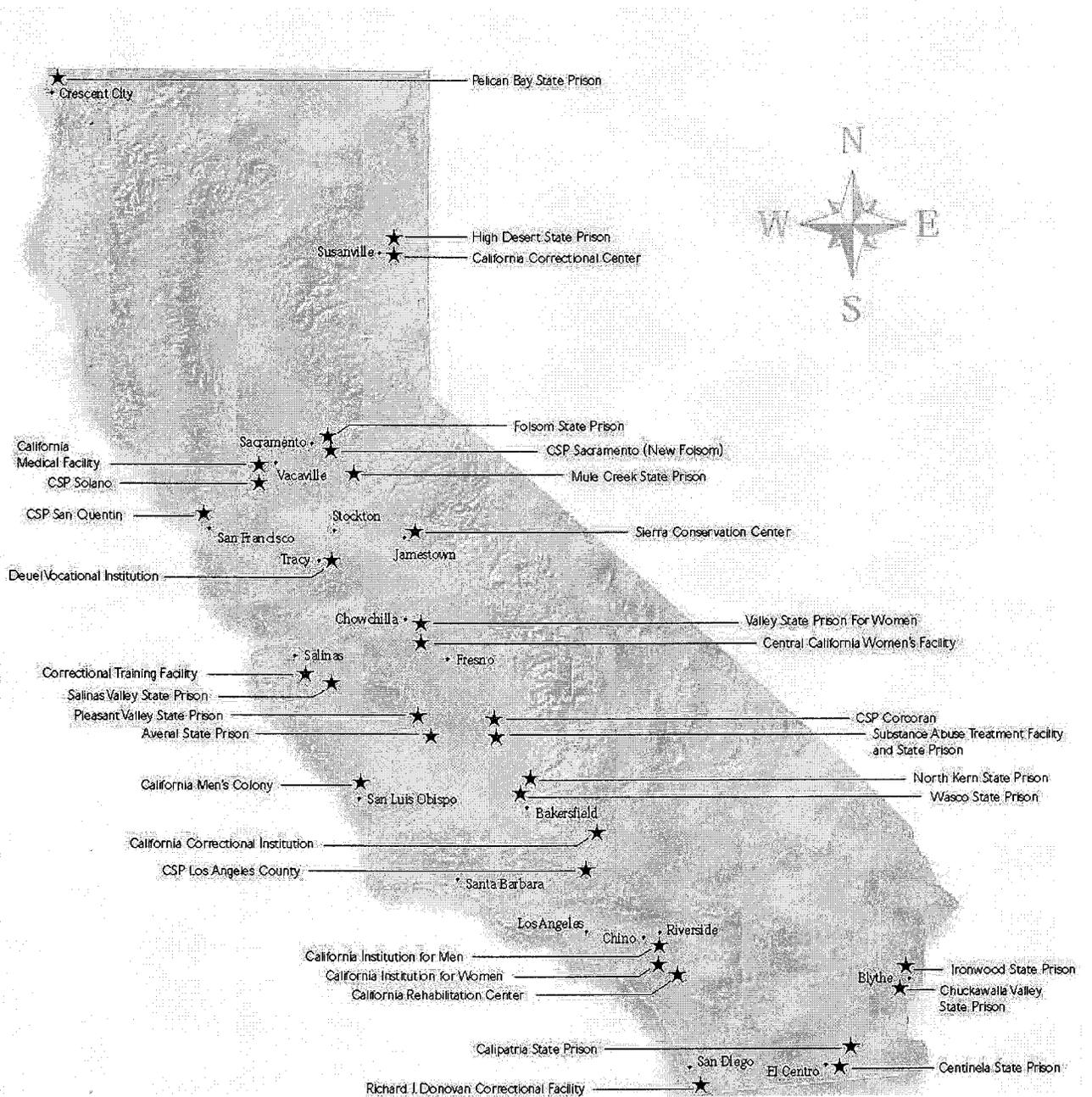
Institution
Folsom State Prison (FSP) Prison Road Represa, CA 95671 (916) 985-2561 x3034; Fax (916) 351-3001
Ironwood State Prison (ISP) 19005 Wileys Well Road Blythe, CA 92225 (760) 921-3000; Fax (760) 921-4395
Mule Creek State Prison (MC) 4001 Highway 104 Lone, CA 95640 (209) 274-4911; Fax (209) 274-4861
Pleasant Valley State Prison (PVSP) 24863 West Jayne Avenue Coalinga, CA 93210 (559) 935-4900 x5433; Fax (559) 935-7081
Richard J. Donovan Correctional Facility at Rock Mountain (RJD) 480 Alta Road San Diego, CA 92179 (619) 661-6500; Fax (619) 661-6253
Sierra Conservation Center (SCC) 5100 O' Byrnes Ferry Road Jamestown, CA 95327 (209) 984-5291 x5536; Fax (209) 984-0151
Wasco State Prison Reception Center (WSP) 701 Scofield Avenue Wasco, CA 93280 (661) 758-8400 x5975; Fax (661) 758-7088

Institution
High Desert State Prison (HDSP) 475-750 Rice Canyon Road Susanville, CA 96130 (530) 251-5100 x5400; Fax (530) 251-5101
Kern Valley State Prison (KV) 3000 West Cecil Avenue Delano, CA 93215 (661) 721-6314; Fax
North Kern State Prison (NK) 2737 West Cecil Avenue Delano, CA 93215 (661) 721-2345; Fax (661) 721-2913
Pelican Bay State Prison (PB) 5905 Lake Earl Drive Crescent City, CA 95531 (707) 465-1000; Fax (707) 465-9107
Salinas Valley State Prison (SVSP) 31625 Highway 101 Soledad, CA 93960 (831) 678-5500; Fax (831) 678-5503
Valley State Prison for Women (VSPW) 21633 Avenue 24 Chowchilla, CA 93610 (559) 665-6100; Fax (559) 665-6102

**California Department of Corrections and Rehabilitation (CDCR)
 California Prison Health Care Services (CPHCS)
 List of Regional Accounting Offices**

Exhibit I

Regional Accounting Office	Institutions/Facility Served
<p><u>Bakersfield</u> P.O. Box 12050 Bakersfield, CA 93309 Phone No.: (661) 334-3702 Fax No.: (661) 334-3720</p>	<p>California Correctional Institution (CCI) North Kern State Prison (NKSP) Kern Valley State Prison (KVSP) California State Prison - Los Angeles County (LAC) Wasco State Prison - Reception Center (WSP)</p>
<p><u>Central Coast</u> P.O. Box 7021 Paso Robles, CA 93447-0147 Phone No.: (805) 237-3030 Fax No. (805) 237-3137</p>	<p>Avenal State Prison (ASP) California Men's Colony (CMC) Correctional Training Facility (CTF) Pleasant Valley State Prison (PVSP) Salinas Valley State Prison (SVSP)</p>
<p><u>Central Valley</u> P.O. Box 4147 Stockton, CA 95204-0147 Phone No.: (209) 948-7004 or 7028 Fax No. (209) 948-7162</p>	<p>Deuel Vocational Institution (DVI) Mule Creek State Prison (MCSP) Sierra Conservation Center (SCC)</p>
<p><u>El Centro</u> P.O. Box C5282 El Centro, CA 92244 Phone No. (760) 337-4810 Fax No.: (760) 337-4854</p>	<p>Calipatria State Prison (CAL) Centinela State Prison (CEN) Chuckwalla Valley State Prison (CVSP) Ironwood State Prison (ISP) Richard J. Donovan Correctional Facility (RJD)</p>
<p><u>Healthcare Invoice, Data and Provider Services Branch</u> Attn: Invoice Processing Unit P.O. Box 4038, Suite 3701 Sacramento, CA 95812 Phone No: (916) 648-8236 Fax No: (916) 648-8381</p>	<p>California Correctional Center (CCC) Central California Women's Facility (CCWF) California Institution for Men (CIM) California Institution for Women (CIW) California Medical Facility (CMF) California State Prison - Corcoran (COR) California Rehabilitation Center - Norco (CRC) Folsom State Prison (FSP) High Desert State Prison (HDSP) Pelican Bay State Prison (PBSP) California State Prison - Sacramento (SAC) California Substance Abuse Treatment Facility and State Prison at Corcoran (SATF) California State Prison - San Quentin (SQ) California State Prison - Solano (SOL) Valley State Prison for Women (VSPW)</p>



CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003) (REVERSE)

1	<p><u>Requirement to Complete Payee Data Record, STD. 204</u></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>								
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>								
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>								
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <table border="0"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address:</td> <td>wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website:</td> <td>www.ftb.ca.gov</td> </tr> </table>	Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov	For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov
Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov						
For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov						
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>								
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>								
	<p><u>Privacy Statement</u></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>								

CONTRACT MANAGER: Debra Jones

SUBCONTRACTOR/CONSULTANT LIST

THIS FORM MUST BE COMPLETED AND RETURNED TO THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION, OFFICE OF BUSINESS SERVICES, P.O. BOX 942883, SACRAMENTO, CA 94283-0001.

I will NOT use any subcontractors or consultants in the performance of this Agreement.

The following information **MUST** be provided for **ALL** subcontractors or consultants used by the contractor to perform any labor or render any services under this Agreement. In addition, if known, please indicate whether the subcontractor/consultant is a Small or Micro business or Disabled Veteran Business Enterprise (DVBE) by placing an "X" in the appropriate column and include their Department of General Services (DGS) Reference Number. If a subcontractor(s)/consultant(s) will be used, but no selection has been made, identify the service and estimate the dollar amount of services. If additional space is needed, supplementary sheets in the format below may be attached to this list.

SUBCONTRACTOR OR CONSULTANT NAME, ADDRESS AND PHONE NUMBER	SERVICES TO BE PERFORMED	DOLLAR AMOUNT OF SERVICES	CHECK IF A				DGS REFERENCE NUMBER
			SMALL BUSINESS	MICRO BUSINESS	DVBE	N/A	
NAME: _____ STREET ADDRESS: _____ CITY, STATE, ZIP: _____ PHONE NUMBER: _____							
NAME: _____ STREET ADDRESS: _____ CITY, STATE, ZIP: _____ PHONE NUMBER: _____							
NAME: _____ STREET ADDRESS: _____ CITY, STATE, ZIP: _____ PHONE NUMBER: _____							
NAME: _____ STREET ADDRESS: _____ CITY, STATE, ZIP: _____ PHONE NUMBER: _____							

(OBS 4002 SUBCONTRACTOR-CONSULTANT LIST) DISTRIBUTION: OBS File Institution Procurement Program: _____

Small Business Subcontractor/Supplier Acknowledgement

Name of Bidding Firm / Prime Contractor	CDCR IFB or RFP Number:
Total Dollar Value of Subcontractor Use	CDCR Bid Number:

This document confirms and acknowledges that the firm named below agreed to be identified by a bidding firm as a proposed small business or microbusiness subcontractor or supplier for a CDCR agreement.

Subcontractor acknowledgements:

- A. The subcontracting firm named herein has committed to perform or provide services/labor or supplies equal to a percentage of the total bid/cost proposal price submitted by the bidding firm named above.
- B. The subcontracting firm named herein acknowledges the total dollar value of claimed participation identified above.
- C. The subcontracting firm named herein agrees to provide the following subcontracted services/labor or supplies under the resulting contract if the bidding firm named above receives the contract award:

Below and/or continued on an attachment is a brief description of the commercially useful function(s) that the subcontractor/supplier identified herein will provide or supply:

The subcontracting firm named herein understands it is its sole responsibility to contact the bidding firm named above to learn if the Proposer was awarded the contract pursuant to the referenced bid number and to confirm its subcontract agreement. If the bidding firm named above receives an award based in part on non-small business subcontractor preference, the bidding firm/contractor is obligated to use each small and/or microbusiness subcontractor or supplier identified in its proposal unless a subcontractor substitution is requested after contract execution pursuant to Public Contract Code Section 4107 and Title 2 California Code of Regulations Section 1896.10.

The person signing below certifies the information supplied on this form is true and accurate to the best of its knowledge and agrees to allow the State to confirm this information, if deemed necessary.

Name of Proposed Subcontractor/Supplier		Date Signed
Signature of Subcontractor/Supplier Representative	Telephone Number ()	E-mail Address (if applicable)
Printed/Typed Name	Title	
For State Use Only		
Information Verified by	Date	

Non-Small Business Subcontractor Preference Request

List each certified small business or microbusiness that will be subcontracted with. To be granted a bidding preference, total small business or microbusiness subcontractor use must equal at least 25% of the total price or cost offered. Each named subcontractor must be actively certified as a small business or microbusiness by the bid submission due date and must acknowledge their participation as claimed herein via a Small Business Subcontractor/Supplier Acknowledgement (OBS 551). **Attach to this form an acknowledgement (OBS 551 – Small Business Subcontractor/Supplier Acknowledgement) signed by an authorized representative of each named subcontractor acknowledging their proposed use as described herein.**

Name of certified small business (or microbusiness) Subcontractor

Name of Subcontractor

Street address		City	State	Zip Code
Contact Person		Telephone number ()		
Small Business Certification No.	Certification exp. date	Participation dollar value \$	Committed % of total bid %	

Brief description of the commercially useful function(s) to be performed and/or provided:

Name of certified small business (or microbusiness) Subcontractor

Name of Subcontractor

Street address		City	State	Zip Code
Contact Person		Telephone number ()		
Small Business Certification	Certification exp. date	Participation dollar value \$	Committed % of total bid %	

Brief description of the commercially useful function(s) to be performed and/or provided:

Name of certified small business (or microbusiness) Subcontractor

Name of Subcontractor

Street address		City	State	Zip Code
Contact Person		Telephone number ()		
Small Business Certification	Certification exp. date	Participation dollar value \$	Committed % of total bid %	

Brief description of commercially useful function(s) to be provided

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER:

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

S A M P L E

COMPANY LETTER A
 COMPANY LETTER B
 COMPANY LETTER C
 COMPANY LETTER D
 COMPANY LETTER E

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE	\$
					PRODUCTS-COMP/OP AGG.	\$
					PERSONAL & ADV. INJURIES	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (Any One person)	\$
					MED. EXPENSE (Any One person)	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (Per Person)	\$
					BODILY INJURY (Per Person)	\$
					PROPERTY DAMAGE	\$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS	
					EACH ACCIDENT	\$
					DISEASE-POLICY LIMIT	\$
					DISEASE-EACH EMPLOYEE	\$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATION/VEHICLES/SPECIAL ITEMS Re: All operations

The State of California, its officers, agents, employees and servants are hereby named as additional insured but only with respect to work performed for the State of California.

CERTIFICATE HOLDER

ATTENTION:
 BID/CONTRACT NO.
 STATE OF CALIFORNIA
 DEPARTMENT OF CORRECTIONS
 P.O. Box 942883
 SACRAMENTO, CA 94283-0001
 FAX (916)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

DARFUR CONTRACTING ACT

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

1. _____
 Initials We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

OR

2. _____
 Initials We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

OR

3. _____
 Initials We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.
 + certification
 below

CERTIFICATION For # 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

<i>Proposer/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

YOUR BID OR PROPOSAL WILL BE DISQUALIFIED UNLESS YOUR BID OR PROPOSAL INCLUDES THIS FORM WITH EITHER PARAGRAPH # 1 OR # 2 INITIALED OR PARAGRAPH # 3 INITIALED AND CERTIFIED.



Attachment 1, Reference Information Sheet

(To be completed by non-JCAHO certified Registries)

Failure to complete and return this attachment with your bid will cause your bid to be rejected and deemed non-responsive. References must be from either all CDCR/CPHCS facilities that Contractor has provided temporary/relief RN, CNA, and LVN services to within the past twenty-four (24) months or; if no past experience with CDCR/CPHCS, from at least three organizations providing functions of similar scope to those that exist within the CDCR/CPHCS Healthcare setting. **Experience may not be considered if complete reference data is not provided or if the named client contact is unavailable or unwilling to share required information**

1. Name of Contractor	_____
Name of CDCR/CPHCS Facility	_____
Name and Title of CPHCS Authorized Representative	_____
2. Name of Contractor	_____
Name of CDCR/CPHCS Facility	_____
Name and Title of CPHCS Authorized Representative	_____
3. Name of Contractor	_____
Name of CDCR/CPHCS Facility	_____
Name and Title of CPHCS Authorized Representative	_____
4. Name of Contractor	_____
Name of CDCR/CPHCS Facility	_____
Name and Title of CPHCS Authorized Representative	_____
5. Name of Contractor	_____
Name of CDCR/CPHCS Facility	_____
Name and Title of CPHCS Authorized Representative	_____

