

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



October 20, 2009

TO: PROSPECTIVE BIDDER

RE: REQUEST FOR PROPOSAL (RFP) 090341, ADDENDUM NUMBER 1

CPHCS has attached responses to a portion of the questions that have been brought forth by potential contractors. **Please note, there are additional questions pending a response, and they will be addressed in a subsequent addendum(s)**

This RFP has been amended and the revisions are enclosed.

The following corrections have been made to the RFP:

- A. The RFP Coversheet has been revised to show the correct RFP submittal deadline.
- B. Page 5 of the RFP Document has been revised to show the correct RFP submittal deadline.
- C. Exhibit A, Scope of Work, of the sample contract has been replaced in its entirety because page ten (10) of eleven (11) was missing.
- D. Exhibit B-2, Rate Sheet, of the sample contract has been replaced in its entirety.

The deadline for submission of your bid has been extended to November 23, 2009 at 2:00 pm.

We regret any inconvenience this may have caused. If you have any questions or need assistance from this office, please do not hesitate to contact Debra Jones at (916) 648-8235 or 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 #1

Please note, there are additional questions pending a response, and they will be addressed in a subsequent addendum(s)

Question	Response
There is a discrepancy between the information contained on the cover sheet and the information on page 5 of the RFP as to the due dates for submission of proposals. What is the correct due date?	The due date for submission of the RFP Proposals should have stated on both the cover sheet and in the RFP Schedule, on page 5, that proposals are due by 2:00 p.m. on November 23, 2009. A revised cover page and page 5 are attached to this response.
The information on page 23 of Exhibit B-2 concerning service categories at the Richard J. Donovan Correctional Facility appears to be incorrect. Is the content of page 23 of Exhibit B-2 correct?	No. Page 23 of Exhibit B-2 incorrectly lists for the Richard J. Donovan Correctional Facility the service categories of pharmacist, pharmacist in charge, and pharmacy technician. The correct service categories are Registered Nurse, Licensed Vocational Nurse and Certified Nurse Assistant. A revised Exhibit B-2, Rate Sheet, is attached in its entirety to this response.
Section V, Provision C, of the RFP states that we are encouraged to provide one flat rate. Does this provision require proposers to bid one rate for all institutions?	You are not required to bid one rate for all institutions. Different rates for the individual services may be bid for different institutions. For example, a respondent bidding for RN services may propose one rate for institution (X) and a different one for institution (Y). However, the proposed rates may not exceed \$75.80 per hour for RN's; \$38.24 per hour for LVN's or \$26.29 per hour for CNA's, at any institution.
Exhibit A, Provision 9 of the RFP limits payment under circumstances described there to one and one-half times the hourly rate. If a CDCR institution needs the	Dependent upon whether the temporary/relief services are needed to staff a clinic, hospital or Correctional Treatment Center, the request for services

successful contractor to provide personnel for a period longer than eight (8) hours, how should the contractor address that need?

may be for an eight (8), ten (10), or twelve (12) hour shift. If the institution requires a shift greater than eight (8) hours, the contractor shall provide sufficient personnel to cover the requested shift, such as, using multiple personnel to cover the shift to avoid the payment of overtime.

**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 #1**

October 20, 2009

PROPOSALS DUE: 2:00 p.m. November 23, 2009

**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**

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	October 30, 2009
Responses to questions	November 6, 2009
Proposal Due	2:00 p.m. on November 23, 2009
Notification of Interviews	December 1, 2009 - Estimate
Interviews	December 15 – 16, 2009 – Estimate
Selection announced	December 22, 2009 – Estimate
Estimated project start date	January 2, 2010 – Estimate

B. Funding

The bid cap for this RFP has been set for each temporary/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. However, the contract ranking will be based on the lowest responsible bidder.

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

**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) facilities when requested by the California Prison Health Care Services (CPHCS) to treat any patient-inmate referred for such services.

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 inmate/patient 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 inmate/patient 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 from reasonable independent function. If health care service or treatment is nonessential or could safely be deferred until the inmate/patient 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 inmate/patient's health record for those excluded health care services or treatments listed in CPHCS' Medical Standards of Care.

- f. Contractor shall provide a listing of the salary ranges Contractor pays to his/her personnel by classification and a detailed list of their administrative/overhead costs, to the California Prison Health Care Services Medical Contracts office as listed in Section 13. Any changes to this list must be provided within ten (10) days to the Plata Contract and Invoice Branch.

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 date in the Projected Timetable will result in disqualification of the corresponding bid submittal package and the bid submittal package will not be opened.

Or

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.

- 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 staff and contracted subcontractors 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 employee.
- 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 following. 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 of California and attend 40 hours of In-Service Training per year;

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, number of inmates seen 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. 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 meets 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.
- f. Contractor must have available bilingual (English/Spanish) personnel, when requested by an institution, at no additional charge.

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 depending on CDCR's fluctuations in the inmate population.
- 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 daily 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 assigned 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
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