CALIFORNIA CORRECTIONAL HEALTH CARE SERVICES

STATE OF CALIFORNIA
DEPARTMENT OF CORRECTIONS AND REHABILITATION

REQUEST FOR PROPOSAL (RFP)
Proposal Number: SD25-00032

You are invited to review and respond to this Request for Proposal (RFP) titled **Dental Registry Network (DRN)**. Potential proposers are encouraged to download the solicitation package as well as any future addendums from Cal eProcure at: https://caleprocure.ca.gov/. Proposers must comply with the instructions found herein. The deadline for submitting proposals is **October 5, 2026, 4:00 p.m. Pacific Daylight Time (PDT)**.

The California Department of Corrections and Rehabilitation/California Correctional Health Care Services (CDCR/CCHCS), hereafter also referred to as the State, is soliciting proposals from qualified entities to provide a statewide network of temporary/relief dental registry staffing services. The successful proposer will be awarded a contract term of three years that is anticipated to begin on **January 1, 2027,** and end on **December 31, 2029**. CDCR/CCHCS has the option of extending this Agreement for up to three optional one-year terms through **December 31, 2032**. Contract extensions are subject to satisfactory performance, funding availability, and approval by the Department of General Services (DGS).

This RFP package consists of the following documents. Proposers must comply with all requirements in the following documents:

- Notice to Prospective Proposals
- Standard Agreement (STD 213) – (Sample)
- Exhibit A – Scope of Work
- Exhibit A-1 – Service Specifications
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit B-1 – Rate Sheet
- Exhibit B-2 – Institution Rate Sheet
- Exhibit C* – General Terms and Conditions (GTC 02/2025)
- Exhibit D – Special Terms and Conditions & Additional Provisions
- Exhibit E – Definitions
- Exhibit F – HIPAA Business Associate Agreement
- Exhibit G – Information Security Agreement
- Exhibit H – List of Participating CDCR Institutions
- Exhibit I – California State Institutions Map

- Cover Letter
- Attachment 1 – Required Attachments Checklist
- Attachment 2 – Proposal/Proposer Certification Sheet
- Attachment 3 – Bidder Declaration Form
- Attachment 4 – DVBE Incentive Application Request, if applicable
- Attachment 5 – Darfur Contracting Act Certification
- Attachment 6 – California Civil Rights Laws Certification
- Attachment 7 – Contractor Certification Clauses
- Attachment 8 – Iran Contracting Act
- Attachment 9 – Payee Data Record
- Attachment 10 – Supplement Vendor Payee Data Record
- Attachment 11 – Certificate of Good Standing
- Attachment 12 – Customer Reference Questionnaire (CCHCS-MC-415)
- Attachment 13 – Conflict of Interest Compliance Certification (CCHCS-MC-412)
- Attachment 14 – Confidentiality Agreement Form (CCHCS-MC-420)
- Attachment 15 – Rate Sheet

***** Exhibit C***** – General Terms and Conditions (GTC 02/2025) is incorporated in this proposal package by reference only and is available on the internet at the following link: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language
Proposers may request a hard copy of this document by contacting the CDCR/CCHCS Direct Care Contracts Section (DCCS) Proposal Representative listed below.

It is the opinion of the State that this RFP is complete and without need of explanation. If the proposer has any questions regarding this RFP or believes any documents to be missing from this RFP, immediately contact the Proposal Representative listed below.

Proposal Representative: Amanda Saragoza
Contract Support Team: m_ContractSupport@cdcr.ca.gov
California Relay Service: 1-800-735-2929

Please note that ***no verbal*** information given will be binding upon the State unless such information is issued in writing as an official addendum.

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1 INTRODUCTION AND OVERVIEW

1.1 Request for Proposal Purpose

The California Department of Corrections and Rehabilitation/California Correctional Health Care Services (CDCR/CCHCS) is requesting proposals for a statewide registry network contractor to provide temporary/relief dental registry staffing services. The objective of this initiative is to develop, implement, manage, and maintain a statewide registry network for temporary/relief dental registry staffing services to be utilized on an as-needed basis, to fill temporary vacancies, substitute for full-time CDCR/CCHCS employees while on extended leave, provide temporary services when appropriate staffing levels cannot be maintained with civil service staff, provide services when the requested services are not available within State civil service, or in an emergency on an as-needed basis.

CDCR/CCHCS intends to award one Agreement to one proposer but shall not guarantee any specific volume of work once the award is made. The total amount awarded under this RFP will be based on the information provided on Attachment 15 – Rate Sheet. The awarded Contractor must have strong statewide provider relationships and have a proven record of obtaining health care services including, but not limited to, those listed in Exhibit A-1, Service Specifications. CDCR/CCHCS reserves the right to request additional registry services to be included in the registry network or to remove registry services from the network as needed.

The awarded Contractor shall have the ability to provide registry services to patients at all CDCR/CCHCS institutions within four months of the Agreement term start date. The implementation will be on a phased basis; proposer must provide an implementation plan within 30 calendar days following the contract award date, with full implementation required by the end of the four-month period. The Contractor shall obtain and retain registry staff utilizing the hourly rates listed on Exhibit B-1, Rate Sheet of the final Agreement for services provided to patients, including overhead amount.

CDCR/CCHCS reserves the right to extend the Agreement for up to three optional one-year terms at the rates and maximum dollar amounts listed on Exhibit B-1, Rate Sheet. All agreement amendments are subject to satisfactory performance, and funding availability, and may require approval from DGS. Agreement amendments will not take effect until the Contractor has received a copy of the final contract document that has been signed by the CDCR/CCHCS and approved by DGS, if applicable.

1.2 Proposal Process

This proposal process will be conducted under the provisions of Public Contract Code Sections 10100-10490. Proposals will be evaluated and awarded to a responsive and responsible proposer earning the highest score. CDCR/CCHCS will provide the Agreement administration and overall responsibility for conducting proposal activities for RFP SD25-00032 and all communications with proposers. Proposers should carefully read RFP Section 9 Evaluation Process to ensure an understanding of the evaluation process. The State estimates the bidding process will take approximately six months to complete.

This proposal process is also conducted in compliance with the Americans with Disabilities Act (ADA) of 1990. In accordance with 42 United States Code, Section 12101, et seq., this RFP can be made available in the specified format by contacting the Proposal Representative identified in this RFP.

1.2.1 Proposer's Responsibility

Proposers are solely responsible for understanding the scope of work and all requirements, terms, conditions, evaluation criteria, etc. before submitting a proposal. If the language is unclear or

ambiguous, it is the proposer's responsibility to request clarification or assistance from the Proposal Representative before submitting a proposal. If clarification of the RFP is necessary, submit questions in writing in a timely manner as specified in Section 5. Key Action Dates and only to the Proposal Representative. If the RFP is modified prior to the final proposal submission date, the State shall post an addendum at https://caleprocure.ca.gov/pages/index.aspx. By virtue of submitting a proposal, proposers accept the terms and conditions expressed as stated below and as required by law. Costs incurred for developing proposals in anticipation of award of an Agreement are the responsibility of the proposer and shall not be charged to the State.

1.3 Scope and Proposer Reminders

This RFP contains the instructions governing the requirements for a complete and binding proposal to be submitted by proposers. This RFP also addresses the requirements that proposers must meet in order to be eligible for consideration as well as the selected proposer's responsibilities before, during, and after commencement of the operational phase.

1.3.1 Solicitation Objectives

CDCR/CCHCS expects to achieve the following outcomes with the Contractor through this solicitation:

A. Obtain a DRN Contractor to provide, implement, monitor, train, and manage a network of registry provider groups to work at institutions on an as-needed temporary/relief basis.

B. Obtain a DRN that meets the requirements of Exhibit A, Scope of Work, Exhibit A-1, Service Specifications, and the CDCR/CCHCS Credentialing and Privileging Support Unit (CPSU) requirements, policies, and procedures.

C. Have temporary/relief dental registry staffing services for all geographic locations of institutions available statewide.

D. Identify and contract with the best overall source for the subject services, including but not limited to, price and value of the services.

E. Facilitate a smooth transition between contractors at the beginning and end of the Agreement period.

F. Contractor must continually train its staff, consistent with expectations as provided in the RFP and Exhibit A, Scope of Work.

G. Contractor must provide immediate response to the institutions' (customers') concerns and issues.

H. Contractor must provide high quality services consistent with the terms and conditions under this Agreement and consistent with established and commonly accepted standards and principles of health care practice. Nothing in this Agreement shall supersede the common law rules for the interpretation of established and commonly accepted standards and principles of medical practice.

I. Contractor must provide a web-based system and reporting to facilitate communication and tracking/monitoring as detailed in Exhibit, A Scope of Work.

J. Contractor must continue to utilize the existing timekeeping process established at all institutions for submission of timesheets for temporary/relief providers, tracking/monitoring of hours worked, and billing temporary/relief providers' hours worked on invoices for payment. Contractor must continue to utilize the existing timekeeping process established at all institutions for submission of timesheets for temporary/relief providers,

tracking/monitoring of hours worked, and billing temporary/relief providers' hours worked on invoices for payment.

K. Contractor must monitor whether the provision and utilization of registry services meet professionally recognized standards of practice.

L. Contractor must work with CDCR/CCHCS in emergency or urgent situations to provide temporary/relief dental registry staffing services which may modify standard requirements, as needed, to fulfill the needs. Any modifications to standard requirements must be mutually agreed upon by Contractor and CDCR/CCHCS.

1.4 Availability

Contractor must have available all personnel, temporary/relief providers, equipment, and materials ready to begin work at all institutions within four months of the Agreement term start date. If temporary/relief providers offered by the Contractor are subsequently unable to provide services under this Agreement, they must be replaced with equally qualified temporary/relief providers who meet the Agreement requirements to avoid service disruption.

1.5 Proposal Representative

Correspondence including questions, revisions to information involving the designated contact person, proposals, and other requests shall be sent via email to the Proposal Representative below:

Amanda Saragoza
m_ContractSupport@cdcr.ca.gov

1.6 Key Action Dates

Listed below are the anticipated key activities, actions, dates, and times for completion of this RFP. If the State finds it necessary to change any of these key activities, actions or dates, it will be accomplished via an addendum to the RFP.

Key Activity	Anticipated Date and Time
RFP Available to Prospective Proposers	Tuesday, September 8, 2026
Reasonable Accommodation	Friday, September 11, 2026
Deadline for Submission of Questions	Tuesday, September 15, 2026, at 5:00 p.m. PDT
Deadline for Response of Questions	Monday, September 21, 2026
Deadline for Submission of Letter of Intent to Submit Proposal	Friday, September 25, 2026
Deadline for Submission of Proposals	Monday, October 5, 2026, at 4:00 p.m. PDT
Proposal Opening	Wednesday, October 7, 2026, at 10:00 a.m. PDT
Proposal Evaluation	October 7, 2026, through October 23, 2026
Notification of Intent to Award	Monday, October 26, 2026
Proposed Start Date of Agreement	Friday, January 1, 2027

1.7 Cal eProcure Portal

Cal eProcure is the online portal designed to improve the experience of businesses selling products and services to the State.

1.7.1 Adobe Acrobat Version

While this RFP is available electronically in Adobe Acrobat format, the official version is located on the Cal eProcure online portal in the California State Contracts Register at: https://caleprocure.ca.gov/pages/index.aspx.

1.7.2 Cal eProcure Portal Registration

If proposer have not completed a one-time registration into the Cal eProcure online portal, it is requested that proposer register at: https://caleprocure.ca.gov/pages/index.aspx.

1.8 Proposer Questions

Immediately notify the Proposal Representative if clarification is needed regarding the services sought or questions arise about the RFP and/or its accompanying materials, instructions, or requirements. Question(s) shall be submitted in writing as instructed below. At its discretion, the State reserves the right to contact proposers to seek clarification of any question received. Proposers shall report to the Proposal Representative a known or suspected problem with the RFP and/or its accompanying materials or seek clarification and/or correction of the RFP and/or its accompanying materials. The successful proposer shall not be entitled to additional compensation for any additional work caused by such problem, including any ambiguity, conflict, discrepancy, omission, or error. The State will post the summary and responses to all questions received and any discrepancies, omissions, or errors through the Cal eProcure portal: https://caleprocure.ca.gov/pages/index.aspx

Proposers desiring clarification about a specific RFP requirement and/or questions related to a sensitive issue or proprietary aspects of a proposal may submit individual questions that are marked “Confidential”. Proposers must include, with its question, an explanation as to the reason(s) it believes a question marked “Confidential” is sensitive or is surrounding a proprietary issue. If a question appears to be unique to a single proposer or is marked “Confidential,” the State will email a response only to the proposer if the State concurs with Proposer’s claim that the question is sensitive or proprietary in nature. If the State does not concur, the question will be answered in the manner described herein and proposer will be notified.

To the extent practicable, questions shall remain written as submitted. However, the State may consolidate and/or paraphrase similar or related questions.

What to Include in a Question:

- Proposer representative name
- Name of company
- Mailing address
- Email address
- Area code and telephone number
- A description of the subject or issue in question or discrepancy found
- Section, page number, or other information useful in identifying the specific problem or issue in question
- Remedy sought, if any
- Format questions as follows:

Reference	Section	Page Number	Question	Remedy sought (if applicable)
Use “General” for general questions. Use “RFP” if the question is about a section in the RFP. For questions regarding exhibits and attachments, identify the exhibit by letter (e.g., Exhibit A) and the attachment by number (e.g., Attachment 1), etc.	Indicate the RFP section by number. Include the number(s) or letter(s) of any subsection(s) or paragraph(s). Indicate the exhibit letter and identify any subsection(s) by number(s) or letter(s).	Example: 8 of 12		

1.8.1 How to Submit Questions

Questions concerning this RFP shall be directed, via email, to the Proposal Representative at m_ContractSupport@cdcr.ca.gov. Failure to submit questions to the designee will result in the question(s) being ineligible for a response by the State. The Proposal Representative will coordinate written responses. The questions and responses will be posted at https://caleprocure.ca.gov/pages/index.aspx.

1.8.2 Question Submittal Deadline

All written questions must be received no later than **September 15, 2026**. However, the State will accept reporting of RFP errors or irregularities if they are received prior to the proposal submission deadline.

2 GENERAL REQUIREMENTS

2.1 Mandatory Requirements

The State has established certain requirements with respect to proposals to be submitted by prospective proposers. The use of “shall”, “must”, or “will” in this RFP indicates a requirement or condition which is mandatory. A deviation, if not material, may be waived by the State. A deviation from a requirement is material if the response is not in substantial accord with the RFP requirements, provides an advantage to one proposer over other proposers, or has a potentially significant effect on the delivery, quantity, or quality of items proposed, amount paid to the proposer, or on the cost to the State. Material deviations cannot be waived.

2.1.1 Desirable Items

The words “should” or “may” in this RFP indicate desirable attributes or conditions but are not mandatory in nature.

2.1.2 Contract Requirements

The selected proposer must adhere to all provisions listed in Exhibit C, General Terms and Conditions, Exhibit D, Special Terms and Conditions & Additional Provisions and Attachment 7 Contractor Certification Clauses (CCC 04/2017).

2.1.3. Third Party Beneficiary

Except as otherwise provided, nothing in the awarded contract shall be construed as giving any third party any right, remedy, or claim.

2.2 Proposal Steps

2.2.1 Preparation of Proposals

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of the proposer's compliance with the requirements of this RFP. Emphasis should be concentrated on compliance with the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content. Before submitting each document, the proposers should carefully read the proposal for errors and adherence to the RFP requirements.

2.2.2 Proposer's Intention to Submit a Proposal

CDCR/CCHCS will utilize a Letter of Intent to Submit Proposal to determine the potential volume of proposers in advance of the proposal deadline to assist CDCR/CCHCS in assessing and monitoring the proposal process and to ensure there are sufficient proposers in the market given the identified project requirements in the current solicitation. The Letter of Intent to Submit Proposal is non-binding. Potential proposers who submit a Letter of Intent to Submit Proposal are not required to submit a proposal. However, proposers are strongly encouraged to file their intention to submit a proposal in writing via email, to the Proposal Representative as provided in Subsection 1.5. CDCR/CCHCS reserves the right to cancel any solicitation if, in CDCR/CCHCS' sole discretion, insufficient proposers have filed a Letter of Intent to Submit Proposal by the Key Action Date. Thus, all proposers who intend to submit a proposal are strongly encouraged to file a Letter of Intent to Submit Proposal timely.

2.2.3 Proposer Interviews

The Evaluation Scoring Committee (ESC) may conduct confidential discussions with one or more proposers submitting proposals that have been reviewed by the State. At the confidential discussion, proposers may bring those persons who may be required to answer questions or commit to changes. The State will not make counter proposals to a proposer's proposed solution to the RFP requirements and will only identify its concerns, ask for clarification, and express its reservations if a particular requirement of the RFP is not, in the opinion of the State, appropriately satisfied. Oral statements made by either party during confidential discussions shall not be binding. Confidential discussions are not a right but rather are conducted at the sole discretion of CDCR/CCHCS.

2.3 News Releases

News releases or any publications by proposers relating to an Agreement resulting from this RFP shall not be made without prior written approval of the DCCS Chief or their designee.

2.4 Disposition of Proposals

All materials submitted in response to this RFP upon submission are the property of the State, subject to the California Public Records Act (PRA) Government Code Section 7920.000, et seq., and will be returned only at the option of the State and at the proposer's expense. At a minimum, the Master Copy of the proposal shall be retained for official files and will become a public record after the Notification of Intent to Award as specified in Subsection 1.6 – Key Action Dates. However, materials the State considers in its sole opinion to be confidential information will be returned upon the request of the proposer.

Upon posting of the Notification of Intent to Award, all documents submitted in response to this RFP and all documents used in the selection process (e.g., review checklists, scoring sheets, Letters of Intent, etc.) will be regarded as public records under the PRA and subject to review by the public. Proposal contents, proposer correspondence, selection working papers, or any other medium shall be held in the strictest confidence until the Notification of Intent to Award is posted.

2.5 Reasonable Accommodation

The State will provide assistive services for individuals who require reasonable accommodation. To request such services or copies of written materials in an alternate format, please contact the Proposal Representative listed in Subsection 1.5 no later than September 15, 2026.
The range of assistive services available may be limited if requestors do not allow ten or more business days prior to the date the alternate format material is needed.

2.6 Limitation of State Liability

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 this 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 consideration under this Agreement, and Contractor shall not be obligated to perform any provisions of this Agreement.

2.7 Funding Reductions in Subsequent Budget Years

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 the Contractor to reflect the reduced amount.

2.8 Competitive Bidding and Proposal Responsiveness

Competitive bidding is not defined in any single statute but is more in the nature of a compendium of numerous court decisions. From such court decisions, the following rules have evolved, among others:

A. The RFP must provide a basis for full and fair competitive bidding among proposers on a common standard, free of restrictions that would tend to stifle competition.

B. The State may modify the RFP, prior to the date fixed for Agreement award, by issuance of an addendum to all parties who are proposers.

C. To be considered a valid proposal, proposers must respond and conform to the RFP including all documents, which are incorporated therein. A proposal which does not comply may be rejected.

D. In order for a proposal to be rejected for a deviation, the deviation must be deemed to be of a material nature.

E. State agencies have the express or implied right to reject any and all proposals in the best interests of the State. Proposals cannot, however, be selectively rejected without cause.

F. Proposals cannot be changed after the time designated for receipt and opening thereof. No negotiation as to the scope of the work, amount to be paid, or contractual terms is permitted. However, this does not preclude the State from clarifying the proposer’s intent by asking questions and considering the answers.

G. A competitive proposal, once opened, is in the nature of an irrevocable option and a contract right of which the public agency cannot be deprived without its consent unless the requirements for rescission are present. All proposals become public documents.

H. Proposals cannot be accepted “in part” unless the RFP specifically permits such an award.

I. Contracts entered into through the competitive bidding process cannot later be amended unless the RFP includes a provision to be incorporated in the contract awarded providing for such amendment of time, money, or terms.

3 BUSINESS AND QUALIFICATION REQUIREMENTS

This section describes the business and qualification requirements that each proposer must possess. Unless otherwise stated, these documents shall be submitted with the proposal as required in Section 8 Proposal Format.

3.1 Minimum Business Requirements

Before the Agreement is signed, proposers must provide the State of California business license and a Contractor license, if required. If the State of California has exempted proposer's business from State licensing (for example, some foreign companies are exempt and in some cases, the State waives licensing because the company does not have a physical presence in the State), submit proof of that exemption to the Proposal Representative. All costs for any licenses, permits, and associated tax payments due to the State as a result of licensing shall be borne by Proposer and not charged to CDCR/CCHCS. See Attachment 7 Contractor Certification Clauses (CCC 04/2017) and Subsection 5.5 in the RFP entitled "Certification to Do Business in the State" for additional information.

3.2 Qualification Requirements

Failure to meet the following requirements by the proposal submission deadline will be grounds for the State to deem a proposer non-responsive. If, at any stage of review, a proposal is found to be substantively non-compliant with RFP specifications/requirements, that proposal shall be rejected from further consideration. In submitting a proposal, proposers must certify and prove that it possesses the following qualification requirements.

3.2.1 Experience Requirements

All experience must have occurred within the past five years of the date this RFP was posted. It is possible to obtain the experience types listed below during the same time period. See Exhibit A, Scope of Work, for additional information.

Proposers must have at least two continuous years of the type(s) of experience listed below:

A. Have a minimum of two continuous years of experience delivering a full range of dental registry network services for one or two public U.S. entities (state, federal, county, or local government).

B. Provide comprehensive dental registry network management to support operations and maintain appropriate registry staffing levels for the provision of health care services for all levels of care in an outpatient and inpatient setting.

3.2.2 System Requirement Order Portal

Refer to Exhibit A, Scope of Work, Section 3.

3.2.3 Compliance with Contract Terms and Conditions

Proposers must certify that they have read and are willing to comply with all proposed terms and conditions addressed in the RFP Subsection 8.6 entitled "Contract Terms and Conditions" including the terms appearing in the referenced contract exhibits and attachments. Proposers are responsible for ensuring that all services are performed in compliance with all laws and regulations.

3.3 Entity Documents

Entity documents identified within this section are required to be submitted in the manner and order described in Section 8.

3.3.1 Proof of Corporate Status

If the proposer is a corporation, the proposer must submit either a copy of the proposing firm's most current Certificate of Good Standing issued by the State of California, Office of the Secretary of State, or submit a downloaded copy of the proposing firm's online status information from the California Business Portal website of California's Office of the Secretary of State. Submit a written explanation if this documentation cannot be provided. Unless otherwise specified, do not submit copies of the proposing firm's Bylaws or Articles of Incorporation. Corporations must certify they are in good standing and qualified to conduct business in California. See Attachment 7 Contractor Certification Clauses (CCC 04/2017) and Subsection 5.5 in the RFP entitled "Certification to Do Business in the State". A proposal may be considered non-responsive and rejected by the State if it does not contain a copy of the certification of the above information or if the information is later proven false.

3.3.2 Proof of Nonprofit Status

Nonprofit organizations must prove they are legally eligible to claim "nonprofit" and/or tax-exempt status by submitting a copy of an Internal Revenue Service determination letter indicating nonprofit or 501(c)(3) tax-exempt status. Submit a written explanation if this documentation cannot be provided.

3.3.3 Organization Chart

The organization chart must show the lines of authority and reporting relationships within the proposer's organization including the relationship between management and subcontractors, if any. Refer to Subsection 8.1.3.F.1 in this RFP as to the manner in which to submit the organization chart in response to this proposal.

3.3.4 Financial Statements

Proposers must certify that they are financially stable, solvent, and have adequate cash reserves to meet all financial obligations while awaiting reimbursement from the State. Proposers must submit copies of independently audited financial statements for the past 24-month period with all noted audit exceptions explained. CDCR/CCHCS will accept audited financial statements prepared by a proposer's financial accounting department, accounting firm, or auditing firm. A statement signed by the Proposer's Chief Financial Officer, certifying that the financial statements are accurate and complete, must accompany all financial statements. As an alternative to the above requirements of submitting copies of independently audited financial statements, proposers may provide a Dun & Bradstreet Report to support financial standards rating.

3.3.5 Contractor Staff Resumes

Proposers shall include resumes for each contract participant who will exercise a major policy, administrative, or consultative role in carrying out the services herein. To the extent practicable, resumes should not exceed two pages in length per person and should not include personal information such as social security number, home address, home telephone number, home email address, marital status, gender, birth date, age, etc.

3.3.6 Conflict of Interest

Proposers intending to submit proposals are required to submit Attachment 13 Conflict of Interest Compliance Certificate (CCHCS-MC-412) certifying that the proposer:

A. Is not currently involved with or connected to any CDCR/CCHCS employee(s).

B. Understands that the conflict-of-interest requirements shall remain in effect for the entire term of the resulting Agreement.

If a conflict of interest is determined to exist that cannot be resolved to the satisfaction of CDCR/CCHCS before the award of the Agreement, the conflict will be grounds for deeming a proposal non-responsive and rejected by the State.

Proposers must assess their own situation according to the Conflict-of-Interest Compliance Certification information in Attachment 13. Complete, sign, and attach any required documentation according to the instructions on the attachment. **Place Attachment 13 and any accompanying documentation in the Appendix Section of the proposal.**

See Exhibit D, Special Terms and Conditions & Additional Provisions, Section 26 for additional information.

4 SPECIFICATIONS AND SCOPE OF WORK

4.1 Specifications

4.1.1 Permits

All necessary permits required to perform work must be supplied by Contractor at no additional cost to CDCR/CCHCS.

4.1.2 Contract Term

The contract term is anticipated to begin **January 1, 2027,** through **December 31, 2029**. CDCR/CCHCS has the option of extending this contract for up to three optional one-year terms through **December 31, 2032.**

4.1.3 Invoicing and Payment

For services satisfactorily rendered and upon receipt and approval of Contractor's invoices, the compensation for services shall be in accordance with the rates specified in Exhibit B-1, Rate Sheet.

4.1.3.1 Prohibition on Advance Payments

CDCR/CCHCS does not accept requests for early/advance payment, down payment, or partial payment.

4.1.3.2 Rates and Prices

Pricing shall be prepared using Exhibit B-1, Rate Sheet. No CDCR/CCHCS employee can independently negotiate or implement a rate increase request on behalf of CDCR/CCHCS. Any invoice that is sent to CDCR/CCHCS with pricing above that which is specified in the Contract shall be rejected. Payment of an erroneous invoice does not constitute acceptance of the erroneous pricing and CDCR/CCHCS may seek reimbursement of the overpayment or may deduct such overpayment from future invoices. See Section 7 Cost Proposal in this RFP for information on the submission of costs.

4.2 Scope of Work

Refer to Exhibit A, Scope of Work.

4.3 Performance Guarantees

Proposer must be able to meet or exceed the minimum Performance Standards listed in Exhibit A-1, Service Specifications, Section 5.

5 ADMINISTRATIVE REQUIREMENTS

In addition to meeting the requirements in Section 4 – Specifications and Scope of Work, proposers must adhere to all administrative requirements of RFP SD25-00032 to be responsive. This section provides the administrative requirements that ensure proposers have the resources, experience, and certifications required to complete this Agreement successfully. The section also describes preference programs. Unless otherwise stated, these documents shall be submitted with the proposal as required in Section 8 Proposal Format.

5.1 Cover Letter

The proposal must contain a Cover Letter identifying three designated points of contact who will be available throughout the term of the Agreement, signed by an individual who is authorized to bind the proposer's firm contractually, indicating the title and position that person holds in the firm, and includes a statement that the proposer commits to fulfilling all requirements of RFP SD25-00032 and certifies the information contained in the proposal, including attachments, is true and correct. The Cover Letter must clearly explain how the proposer meets each of the Mandatory Qualifications listed in Section 9 – Evaluation Process. Failure to provide this information will result in the proposal being deemed non-responsive.

5.2 Letter of Intent to Submit Proposal

The Letter of Intent to Submit Proposal will be used to identify proposers who intend to participate in this RFP and wish to receive information during the proposal process. The Letter of Intent to Submit Proposal must conform to the specifications in Section 2 – General Requirements, Subsection 2.2.2 Proposer's Intention to Submit a Proposal.

5.3 Proposer's Responsibility

Prior to award of the Agreement, the State must be assured that the selected proposer has all of the resources to successfully provide services under the Agreement. This includes, but is not limited to, sufficient personnel with the required skills, equipment of appropriate type and in sufficient quantity, and experience in providing similar services. To provide these assurances, proposers must submit the items defined in this RFP, Section 5 – Administrative Requirements, Subsection 6.3 Proposal Submittal Checklist and Section 8 Proposal Format. Proposers are required to read every section in the RFP and submit all attachments as specified in the Table of Contents and RFP prior to responding to this RFP as there will be no negotiation of terms or conditions to the contractual language after proposals are submitted.

If, during the evaluation process, the State is unable to assure itself of a proposer's ability to provide services under the Agreement, the State has the option of requesting the proposer provide any information that the State deems necessary to determine the proposer's responsibility. If such information is required, the proposer will be notified via email and will be permitted five business days after the date of notice to submit the information requested via email, unless otherwise specified.

5.4 Insurance Requirements

Proposers must maintain in force, as required by State law, a valid workers' compensation insurance policy issued by the State Compensation Insurance Fund, or approved broker, for all employees engaged in the performance of the Agreement. Proposers agree to furnish the State satisfactory evidence thereof at the time of proposal submittal and at any time during the term of the Agreement. See Exhibit D, Special Terms and Conditions & Additional Provisions, Section 40 Insurance Requirements for additional information. Also see the State Compensation Insurance Fund's website at https://www.statefundca.com/ for additional information.

5.5 Certification to Do Business in the State

If the proposer is a corporation, the proposer must submit either a copy of the proposing firm's most current Certificate of Good Standing issued by the State of California, Office of the Secretary

of State, or submit a downloaded copy of the proposing firm's online status information from the California Business Portal website of California's Office of the Secretary of State. Submit a written explanation if this documentation cannot be provided. Unless otherwise specified, do not submit copies of the proposing firm's Bylaws or Articles of Incorporation. Corporations must certify they are in good standing and qualified to conduct business in California. See Attachment 7 Contractor Certification Clauses (CCC 04/2017) and Subsection 3.3.1 in the RFP entitled "Proof of Corporate Status." A proposal may be considered non-responsive and rejected by the State if it does not contain a copy of the certification of the above information or if the information is later proven false.

5.6 Payee Data Record

The proposal submission must contain a fully executed copy of the Payee Data Record (STD 204). The Payee Data Record Supplement) form shall also be included. See Section 6.3 Proposal Submittal Checklist for additional information related to when the Payee Data Record Supplement may be submitted, and Attachment 9 and Attachment 10.

5.7 Confidentiality of Information

To preserve the integrity of security measures integrated into the State's automated information systems, the proposer agrees that an authorized representative and/or corporate officer of all contractors and subcontractors participating in this proposal shall submit a signed copy of the Confidentiality Agreement Form (CCHCS-MC-420). Under no circumstances shall proposers use, publish, sell, or otherwise disclose to any third party the contents of any accessed records, data, or reports derived from data submitted for processing without the prior written authorization and consent of the State. See Exhibit D, Special Terms and Conditions & Additional Provisions, Sections 50 and 51 for additional information.

5.8 Subcontractor(s)

A subcontractor is any person, partnership, or company not in the employment of or owned by the proposer that will be performing services or providing goods under the Agreement. Utilities, telephone, and facility property managers are not considered subcontractors. Proposers shall specify which subcontractor(s) will be used. Proposers shall include background information about any known subcontractor that will be providing material or services required by the RFP in its proposal. This shall include project organizational charts that clearly specify the roles and responsibilities of each subcontractor and the qualifications of each to provide designated services, equipment, software, and supplies under the Agreement. As requested by CDCR/CCHCS, proposers shall solicit any additional information that may be deemed necessary to complete the proposal evaluation process. Upon award of Agreement, the proposer must notify subcontractors of their participation in the Agreement.

Proposers shall include, at a minimum, the following information in its proposal for each subcontractor:

A. Name, address, corporate/company director name, position in the company, telephone number, email address, and primary contact name.

B. Each specific service(s) to be performed, citing the specific RFP section(s) and paragraph(s).

C. Description of the company's relevant qualifications, capabilities, and resources.

D. Commitment to establish and execute a contingency plan, should there be a failure to perform.

E. Commitment to ensure compliance with the security and confidentiality requirements, as set forth in this RFP.

F. Portions and monetary percentages of the work to be done by each subcontractor/contractor.

G. How each was selected and why.

H. Description of how subcontracted work will be controlled, monitored, and evaluated. See Exhibit D, Special Terms and Conditions & Additional Provisions, Section 12.

5.9 Disabled Veteran Business Enterprise (DVBE) Program

In accordance with Section 999.5(a) of the Military and Veterans Code, an incentive will be given to proposers who provide DVBE participation. For evaluation purposes only, the State shall apply an incentive to proposers that propose California certified DVBE participation as identified on the Bidder Declaration GSPD-05-105 and confirmed by the State.

The following percentages will apply for awards based on low price:

Confirmed DVBE Participation of:	DVBE Incentive
5% Inclusive	5%
4% to 4.99% Inclusive	4%
3% to 3.99% Inclusive	3%
2% to 2.99% Inclusive	2%
1% to 1.99% Inclusive	1%

The incentive is applied by reducing the proposal price by the amount of incentive as computed from the lowest responsive proposal price submitted by a responsible proposer.

This incentive is for evaluation purposes only.

Application of the incentive shall not displace an award to a small business with a non-small business.

5.10 Bidding Preference

Agreements awarded with applied preferences will be monitored throughout the life of the Agreement for compliance to statutory, regulatory, and contractual requirements. The State will take appropriate corrective action to apply sanctions, as necessary, to enforce preference programs.

5.10.1 Small Business/Microbusiness Preference

Certified small businesses or microbusinesses can claim the 5% preference when submitting a proposal on a state contract. A non-small business may receive a preference of 5% if the business commits to subcontract at least 25% of its net proposal price with one or more small businesses or microbusinesses. The 5% preference is used only for computation purposes to determine the winning proposer and does not alter the amounts of the resulting contract. The value of the preference is limited to $50,000 when a contract award is based upon the 5% award to the lowest compliant proposal. A contract awarded on the basis of the 5% preference is awarded to the small business, microbusiness, or non-small business for the actual amount of its proposal.
To apply or re-apply for certification as a small business, follow the instructions at the following location: Apply For or Re-apply as Small Business, Disabled Veteran Business Enterprise

5.10.1.1 Non-Small Business Preference

The preference to a non-small business proposer that commits to small business or microbusiness subcontractor participation of 25% of its net proposal price shall be 5% of the lowest, responsive, responsible proposer's price. A non-small business which qualifies for this preference may not take an award away from a certified small business.

a. To locate potential small business sub-contractors, visit https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx?psNewWin=true. Ensure "Micro Business (MB)" and "Small Business (SB)" are selected. Search by "Keywords" or "United Nations Standard Products and Services Codes (UNSPSC)" that apply to the elements of work you desire to subcontract to a small business.

b. Prime contractors wishing to subcontract to a small business may also check for subcontractor advertisements in the California State Contracts Register (CSCR) for this solicitation prior to the proposal due date. The CSCR can be accessed here: https://caleprocure.ca.gov/pages/Events-BS3/event-search.aspx

5.11 Commercially Useful Function

"Commercially useful function" is defined as a person or entity doing all of the following: 1) Is responsible for the execution of a distinct element of the work of the contract, including the supplying of services and goods; 2) Carries out its obligation by actually performing, managing or supervising the work involved; 3) Performs work that is normal for its business services and functions; 4) Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment; and 5) Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices. (Tit. 2 CCR § 1896.71(b).)
It is not a "commercially useful function" if the DVBE's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DVBE participation. (Mil. & Vet. Code § 999(b)(5)(B); Tit. 2 CCR § 1896.71(c).)

5.12 Darfur Contracting Act

Pursuant to the Darfur Contracting Act of 2008 (California Public Contract Code Section 10475, et seq.), proposers must certify their status as a "scrutinized" company and their eligibility to submit a proposal response. A "scrutinized" company is defined in Public Contract Code Section 10476.

5.13 Iran Contracting Act

Pursuant to the Iran Contracting Act of 2010 (Public Contract Code Sections 2200 through 2208 are "the Act"), proposers are ineligible to bid on, submit a proposal for, enter into, or renew any contract with the State for goods or services of $1,000,000 or more if the proposer engages in investment activities in Iran, as defined in the Act. The Act requires that DGS establish and periodically update a list of ineligible vendors which can be found on the DGS website at https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses.

Also pursuant to the Act, financial institutions are ineligible to bid on, submit a proposal for, enter into, or renew any contract with the State for goods or services of $1,000,000 or more if the financial institution extends credit, as defined in the Act.

Prior to submitting a proposal and prior to executing any State contract or renewal for goods or services of $1,000,000 or more, proposers must certify that it is not on the DGS list of ineligible businesses prohibited from doing business with the State of California. Also, financial institutions must certify that they are not extending credit to an ineligible vendor as described in the Act. The Act provides exceptions to the certification requirement. See Public Contract Code Section 2203(c) and (d) for additional information regarding the exceptions.

5.14 California Civil Rights Laws Attachment

Pursuant to Public Contract Code Section 2010, a person who submits a proposal to, or otherwise proposes to enter into or renew a contract with a State agency with respect to any contract in the

amount of $100,000 or above, shall certify under penalty of perjury at the time the proposal is submitted or the contract is renewed all of the following:

A. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Civil Code Section 51); and

B. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Civil Code Section 51) or the Fair Employment and Housing Act (Government Code Section 12960).

5.15 Generative Artificial Intelligence (GenAI)

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

Proposer must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

Failure to report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

Upon notification by a Proposer of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the State.

Government Code 11549.64 defines "Generative Artificial Intelligence (GenAI)" as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data.

6 REQUIRED SUBMITTALS

All items identified within this section are required to be submitted in the manner and order described in Section 8.

6.1 Legal Name

Many companies use a "Doing Business As" name or a nickname in their daily business. However, CDCR/CCHCS requires the legal name of the proposer's company as it is legally registered with the California Secretary of State and reported on the Attachment 9 Payee Data Record (STD 204). When preparing all forms below, ensure to use the proper company legal name. Individuals or entities doing business for profit under a name different from the owner(s) full legal name(s) must file a Fictitious Name Statement with the County Recorder-Clerk's Office where the business will be conducted.

6.2 Submission Requirements:

Submit proposals using either an Arial or Times New Roman font with no less than 12 point font size and the following format and attachments:

A. **Legal Name:** Submit a current certificate, copy of webpage, or other documentation from the Secretary of State that shows the proposer's legal name as a company.

B. **Qualifications:** Provide a narrative that clearly articulates how the Proposer will achieve the responsibilities and meet the request for services identified in Exhibit A, Scope of Work and Section 3 of the RFP. CDCR/CCHCS is not obligated to check references or search other materials to make this decision.

C. **References:** The proposer must provide two verifiable letters of reference that prove the required experience and describe the proposer's customer services within the last five years as it pertains to implementing a custom health care registry network in a public U.S. entity (state,federal, county, or local government). If only one public entity reference is provided, include one private entity reference as well. Provide name, address, title, company, and telephone number of the contact person for the entity. Attachment 12 – Customer Reference Questionnaire (CCHCS-MC-415) shall accompany each letter of reference.
Letters of reference from CDCR/CCHCS or its employees shall not be accepted.

6.3 Proposal Submittal Checklist

The following checklist is for proposers' convenience only. This does not need to be submitted with the proposal. This checklist summarizes each form that proposers are required, where indicated, to complete and submit with the proposal package to CDCR/CCHCS. Please note: Attachment 1 Required Attachments Checklist is a mandatory document and required in the RFP package.

Cover Letter	See Subsection 8.1.3.A. Request for Proposal Cover Letter.
Letter of Intent to Submit Proposal	See Subsection 5.2 Letter of Intent to Submit Proposal.
Executive Summary	See Subsection 8.1.3.C. Executive Summary Section.
Legal Name	See Subsection 6.1 Legal Name.
Business and Qualification Requirements	See Section 3 Business and Qualification Requirements.
Business License	See Subsection 3.1 Minimum Business Requirements.
Two (2) Verifiable Letters of Reference	See Subsection 6.2.C Submission Requirements.
Proposal/Proposer Certification Form	Public Contract Code 10111(d) The level of participation, by agency, of disabled veteran business enterprises in statewide contracting. [Attachment 2]
Bidder Declaration Form	See subsection 5.9 Disabled Veteran Business Enterprise. [Attachment 3]
Disabled Veteran Business Enterprise (DVBE) Participation	See Subsection 5.9 Disabled Veteran Business Enterprise (DVBE) Participation Program. [Attachment 4]
Darfur Contracting Act	See Subsection 5.12 Darfur Contracting Act. [Attachment 5]
California Civil Rights Laws Attachment	See Subsection 5.14 California Civil Rights Laws Attachment. [Attachment 6]
Contractor Certification Clauses (CCC 04/2017)	See Subsection 3.1 Minimum Business Requirements. [Attachment 7]
Iran Contracting Act	See Subsection 5.13 Iran Contracting Act. [Attachment 8]
Payee Data Record (STD 204)	See Subsection 5.6 Payee Data Record. [Attachment 9]

Payee Data Record Supplement	See Subsection 5.6 Payee Data Record. [Attachment 10]
Certificate of Good Standing	See subsection 3.3.1 Proof of Corporate Status. [Attachment 11]
Customer Reference Questionnaire (CCHCS-MC-415)	See Subsection 6.2.C Submission Requirements. [Attachment 12]
Conflict of Interest Compliance Certificate (CCHCS-MC-412)	See Exhibit D Special Terms and Conditions & Additional Provisions and Public Contract Code Sections 10410-10413 for additional details. [Attachment 13]
Confidentiality Agreement Form (CCHCS-MC-420)	See Subsection 5.7 Confidentiality of Information. [Attachment 14]
Rate Sheet (Exhibit B-1 Rate Sheet)	See Subsection 7.2 Proposal Rate Sheet. [Attachment 15]

Submittal of the following is required upon award of the Agreement.

Professional Liability Insurance	See Exhibit D Special Terms and Conditions & Additional Provisions, Section 40 Insurance Requirements.
Workers' Compensation Insurance	See Exhibit D Special Terms and Conditions & Additional Provisions, Section 40 Insurance Requirements.
Commercial General Liability Insurance	See Exhibit D Special Terms and Conditions & Additional Provisions, Section 40 Insurance Requirements.

7 COST PROPOSAL

7.1 Costs for the Submission of Proposals

CDCR/CCHCS will not be liable for any costs incurred by proposers in the preparation and presentation of proposals submitted in response to this RFP.

7.2 Proposal Rate Sheet (Exhibit B-1)

This is a required submittal. CDCR/CCHCS will reject proposals that do not include the Exhibit B-1 – Rate Sheet (Attachment 15) that lists rates to provide dental registry services over the entire Agreement term including applicable annual rate adjustments attributable to merit increases, profit margins, and inflation or cost of living adjustments. Proposers should refer to Exhibit A, Scope of Work for contract requirements.

7.3 Pricing

CDCR/CCHCS seeks proposals with rates based on cost per hour plus overhead amount. Items on the Exhibit B-1 – Rate Sheet shall be calculated for purposes of award. In the event of an error in mathematics, the noted proposal amount per hour plus overhead will be considered the correct price and will be used.

7.4 Discounts

Discounts for CDCR/CCHCS and/or prompt payment discounts are not applicable to this RFP and will not be reviewed if included in the proposer's response to the cost proposal.

7.5 Certificate of Independent Price Determination

A. By submitting a completed Exhibit B-1 – Rate Sheet (Attachment 15), the proposer certifies that:

1) The prices in this proposal have been arrived at independently without any consultation, communication, or agreement with any other proposer or competitor for the purpose of restricting competition relating to:

a. The prices or costs offered.

b. The intention to submit a proposal.

c. The methods or factors used to calculate the costs or prices offered.

2) The prices in this proposal have not been and will not be knowingly disclosed by the proposer, directly or indirectly, to any other proposer or competitor before the date of Agreement award unless otherwise required by law.

3) No attempt has been made or will be made by the proposer to induce any other firm or entity to submit or not to submit a proposal for the purpose of restricting competition.

B. Each signature appearing on the documents contained in the proposal is considered to be a certification by the signatory that the signatory is the person in the proposer's organization who is either responsible for determining the prices offered in this proposal and/or is designated to complete the proposal forms on behalf of the proposer, and that the signatory has not participated and will not participate in any action contrary to all subsections of Section 7.5.A.

8 PROPOSAL FORMAT

These instructions describe the required proposal format and the approach for the development and presentation of the proposal. Format instructions must be followed, all requirements and questions in the RFP must be answered, and all requested information must be provided.

8.1 Proposal Requirements

The proposal must respond to all requirements. Each RFP requirement response in the proposal must reference the unique identifier for the requirement in the **RFP SD25-00032 Dental Registry Network**. See Section 8 Proposal Format, Subsection 8.1.3 Content Requirements. It is the proposer's responsibility to ensure its proposal is submitted in a manner that enables the ESC to easily locate all response descriptions and exhibits for each requirement of this RFP. Page numbers must be located in the same page position throughout the proposal.

Figures, tables, charts, etc. must be assigned index numbers and must be referenced by these numbers in the proposal text and in the proposal Table of Contents. Figures, tables, charts, etc. must be placed as close to text references as possible.

The following must be shown on each page of the proposal:

- CDCR/CCHCS RFP SD25-00032 – Dental Registry Network
- Name of proposer
- Proposal section/part or attachment/exhibit number
- Page number

Cost proposals must include the following:

A) The Network Implementation Cost with a detailed breakdown showing how the costs were determined.

- Costs must be clearly itemized, accompanied by a comprehensive breakdown detailing the methodology used to determine each cost component necessary for full implementation. Proposers must attach a supplemental document, separate from the Exhibit B-1 Rate Sheet, that outlines all contributing factors and calculations.

B) The detailed budget breakdown must be provided as follows:

- Cost for all-inclusive registry service rates, with rates based on hourly cost per service for each service type including overhead amount, must be included on the Exhibit B-1 – Rate Sheet.
- Network implementation cost for the four-month transition period shall be included on the Exhibit B-1 – Rate Sheet.
- Any increases in fees over time, such as annual cost adjustments or other cost escalations, shall be included in the Exhibit B-1 – Rate Sheet optional extension periods.
- The total proposed amount shall be included in the Exhibit B-1 – Rate Sheet.

8.1.1 Assembly of Narrative Proposal

Font must be Arial or Times New Roman and no less than 12-point font size, single line space, except in figures or graphics. Margins must be no less than one inch. Pages must be numbered.

The following pages do not need to be numbered:

- Graphic cover sheet
- Cover Letter
- Table of Contents
- Explanations about legal actions, default termination, or conflict of interest
- Resumes, which may be included in an appendix or attachment

Submit proposals to the email listed in RFP Section 8.2.1 Submission of Proposals:

- All proposal submissions must be clearly labeled "**CDCR/CCHCS RFP SD25-00032**."
- RFP responses shall be signed by an official authorized to legally bind the proposer.
- All RFP attachments that require signature **must bear a certified digital signature or scanned wet signature of the person authorized to bind the proposer's firm**. Signature stamps will not be accepted in lieu of a certified digital signature or scanned wet signature.
- CDCR/CCHCS will consider supplemental brochures and materials. Proposers are invited to attach any brochures or materials that will assist CDCR/CCHCS in its evaluation.

8.1.2 Preparation

Each firm or individual must submit only one proposal. For the purposes of this paragraph, "firm" includes a parent corporation. If a firm or individual submits more than one proposal, CDCR/CCHCS will reject all proposals submitted by the firm or individual. A firm or individual proposing to act as a prime contractor may be named as a subcontractor in another proposer's proposal. Similarly, more than one proposer may use the same subcontractors/contractors.

Proposals are to be prepared in such a way as to provide a straightforward and concise delineation of capabilities that satisfy the requirements of this RFP. Emphasis should be

concentrated on compliance to the RFP instructions, responsiveness to the RFP requirements, and completeness and clarity of content.

Before submitting the document, the proposers must seek timely written clarification as described in Subsection 1.8 Proposer Questions of any requirements or instructions that are believed to be vague, unclear, or that are not fully understood and should carefully proofread for errors and adherence to the RFP requirements. Proposers must provide proposals by following all RFP instructions and clarifications issued by CDCR/CCHCS in the form of question and answer notices, clarification notices, administrative bulletins, or RFP addenda.

8.1.3 Content Requirements

This section specifies the order and content of each proposal. Assemble the materials in each proposal in the following order:

A. Request for Proposal Cover Letter

Refer to Section 5.1 of this RFP for additional information.

B. Table of Contents

Properly identify each section and the contents therein.

C. Executive Summary Section

This section must not exceed ten pages in length. Evaluators may not review or evaluate excess pages. In preparing the Executive Summary, do not simply restate or paraphrase information in this RFP. Describe or demonstrate, in the proposer's own words, the following information:

1) An understanding of CDCR/CCHCS' needs and the importance of this project.

2) The tangible results that are expected to be achieved through the use of the registry network.

3) Commitment to perform the scope of work in an efficient and timely manner.

4) Clear plan on the method(s) in which the company will implement and complete all implementation activities within the specified deadlines provided in this RFP and Exhibit A, Scope of Work. Descriptions shall include resources that will be used and details as to how each implementation/transition will occur at each CDCR/CCHCS institution without service interruption to ensure an effective and timely transitional process.

5) How this project will be effectively integrated into the proposer's current obligations and existing workload.

6) Why the proposer should be chosen to undertake this work at this time.

D. Agency Capability Section

1) Include a brief history of the proposer including:

a. Date of establishment. If applicable, explain any changes in business history or organizational structure that will assist CDCR/CCHCS in determining the qualifications of the proposer.

b. Description of the proposer's goals that are relevant, closely related, or will complement this project.

c. Proposers must list all previous relationships with CDCR/CCHCS programs or initiatives for which registry services and/or consulting services were provided in the last five years.

d. Brief list of similar types of contracts that were successfully concluded with a sample of such work, if applicable.

e. Description of all key personnel to be assigned during performance (by classification or title) and their qualifications to perform the work.

f. Detailed description of the proposer's capability of implementing and completing the beginning (implementation) and ending (transitional) activities within the specified timeframes provided in this RFP and Exhibit A, Scope of Work.

2) Describe experience that qualifies the proposer to undertake this project. At a minimum, demonstrate that the proposer possesses at least two years of continuous experience of the types listed in this section. All experience must have occurred within the past five years.

Proposers must have experience in:

a. Entering into contracts with registry provider groups to fill temporary/relief provider vacancies.

b. Implementing a statewide dental registry network of temporary/relief dental registry staffing services for a large geographic area and remote locations.

c. Providing, monitoring, maintaining, and managing a network of health care registry providers.

d. Monitoring and ensuring that, as defined by applicable statutes and regulations, assigned registry provider groups and assigned temporary/relief providers rendering temporary/relief dental registry staffing services possess the required current licenses, permits, registrations, certifications, and credentialing to practice in their respective specialty.

e. Working with heath care laws, regulations, standards, and practices, and demonstrated experience and/or knowledge of those particular to the State of California.

f. Maintaining and providing services utilizing reimbursement rates that are comparable with those in the commercial marketplace.

g. Implementing and utilizing a web-based system for communicating issues, making requests, reviewing scheduling, electronic timekeeping, statistical analysis accessibility, compliance measurements, provider certifications/licenses, performance guarantees, and reporting.

h. Establishing designated representatives to work with a contract management team on development, implementation, complaint resolution, network issues, and daily operations coordination based on the Exhibit A, Scope of Work requirements.

i. Providing on-demand reports regarding various factors associated with the use of a comprehensive registry network.

j. Monitoring and reporting the number of providers by registry and/or location, the number of additions and deletions to the network, coverage issues, and cost issues as well as activities taken by the proposer to maintain, improve, and increase the registry network.

k. Using current business industry standards to provide registry network services.

l. Demonstrating flexibility to accommodate the varying needs of institutions, including different levels and types of temporary/relief dental registry providers, personnel, and geographic locations.

3) Briefly describe work projects begun and/or completed in the past five years that involved services similar in nature or closely related to the Exhibit A, Scope of Work in this RFP. For each project listed, include the following information:

a. Name of agency or business and contact name from the entity for which services were performed.

b. Duration or length of the project.

c. Total cost or value of the project.

d. Indicate if the project is “active/open” or “closed/settled”.

e. The type and nature of the services performed.

4) Briefly describe any experience that demonstrates the proposer’s ability to establish and maintain effective working relationships with government entities, registry provider groups and associations, community-based organizations, and/or private nonprofit organizations.

E. Work Plan Section

1) Overview

The work plan must include:

a. An in-depth discussion and description of the methods, approaches, step-by-step actions, and timeframes that will be carried out to fulfill all Exhibit A, Scope of Work requirements.

b. If the nature of a task or function hinders specific delineation of in-depth methods and procedures (e.g., a task is dependent upon a future action or multiple approaches may be used), explain the probable methods, approaches, or procedures that will be used to accomplish the task or function. Also, describe in this instance, how the proposer will propose the ultimate strategies and detailed plans to CDCR/CCHCS for full consideration and approval before proceeding to carry out the project.

c. Explain the probable methods, approaches, or procedures that will be used to accomplish the task or function and produce the desired results statewide.

2) At a minimum, the work plan should address the following:

a. What is the proposer’s approach to implementing and maintaining a comprehensive and effective dental registry network while meeting or exceeding Performance Standards?

b. What is the proposer's approach to ensuring a minimum number of assigned temporary/relief providers are in place to effectively provide comprehensive registry network services to support operations and maintain appropriate staffing levels at all institutions?

c. What steps/actions will be in place to ensure that a sufficient number of registry provider groups and temporary/relief providers are available for utilization throughout the term of this Agreement to avoid unnecessary overtime or exceeding annual limitation on hours per individual?

d. What is the Proposer's plan for filling temporary/relief provider orders in accordance with the requirements listed under Exhibit A – Scope of Work, Section 9. Scheduling (e.g., fill rates, timeframes, etc.)?

e. What is the proposer's experience in recruiting and staffing dental classifications for multiple locations?

f. What is the proposer's plan for monitoring all assigned temporary/relief providers scheduled to work at institutions?

g. How will the proposer maintain high-quality management services consistent with the established and commonly accepted standards and principles of health care practice?

h. How will the proposer address service needs including temporary/relief provider accessibility, availability, and ability to address continuity of care issues within 48 hours for emergent needs?

i. What steps/actions will the proposer take to monitor whether the provision and utilization of registry services meet professionally recognized standards of practice?

j. What steps/actions will the proposer use to remedy any gaps in the network whenever such gaps are identified by CDCR/CCHCS?

k. Describe the proposer's plan for establishing a representative(s) to work with CDCR/CCHCS' designated DCCS team on development, implementation, complaint resolution, network issues, daily operations, and transition coordination.

l. Describe the expectations requested of CDCR/CCHCS to ensure success of this project in conjunction with the proposer's team for the life of the Agreement.

m. Describe how the proposer will ensure the reimbursement rates for dental services provided by registry provider groups complies with the rates proposed on Exhibit B-1 – Rate Sheet.

n. What is the proposer's plan for monitoring and reporting on the status of the registry network? Reporting shall include, but not be limited to, the number of temporary/relief dental registry providers by registry classification and/or location, the number of additions and deletions to the network, coverage and cost issues, as well as activities taken by the proposer to maintain, improve, and increase the network.

o. Describe how the proposer will provide on-demand reports regarding various factors associated with the use of a comprehensive registry network. Reporting components may include, but are not limited to, usage of registry providers, service classifications, institutions, timekeeping, hour usage by California Public Employee

Retirement System (CalPERS) status, rate restriction statistics, labor costs, and historical/trending reports.

p. What is the proposer's plan for providing a web-based system for communicating issues, making requests, reviewing scheduling, , statistical analysis, accessibility, compliance measurements, provider certifications/licenses, performance guarantees, and reporting?

q. What is the proposer's plan for ongoing training of contractor staff supporting the dental registry network activities, CDCR/CCHCS staff, and institution staff regarding processes and web-based systems?

r. Describe how the proposer will meet the registry temporary/relief provider requirements as described in Exhibit A-1, Service Specifications.

   i. How will the proposer maintain continuity of care for sick calls, loss of staff, vacations, etc.?

   ii. How will the proposer provide quick replacement of temporary/relief provider(s) in these circumstances in order to maintain continuity of care?

   iii. How will the proposer ensure that the contracted temporary/relief providers possess, throughout the term of their agreement(s), the required current licenses, permits, registrations, and certifications to practice in the State of California and meet CDCR/CCHCS requirements, as related to their scope of dental practice?

s. Identify the activities the proposer will accomplish and the data/information needed from CDCR/CCHCS prior to beginning network administration services.

   i. How will the proposer assess each CDCR/CCHCS institution and plan for implementation (beginning) and on-going operations?

   ii. How will the proposer establish the registry network and ensure that temporary/relief providers meet or exceed all CDCR/CCHCS qualification requirements for each respective classification?

   iii. What is the proposer's proposed implementation approach including how the registry network will be phased in?

   iv. What is the proposer's plan for having the dental registry network available to provide temporary/relief dental registry staffing services statewide within the first four months of the Agreement start date?

t. What performance measures will the proposer implement to ensure a smooth implementation (beginning) and transitional (ending) process for this Agreement?

u. The proposer must demonstrate the ability to deliver comprehensive registry staffing management services across all CDCR/CCHCS institutions. This includes providing a detailed Work Plan outlining specific strategies, processes, and resources to ensure effective recruitment, placement, scheduling, and oversight of registry staff in accordance with the operational needs of each institution. The Proposer's Work Plan should address methods for managing staffing levels, ensuring timely fulfillment of staffing requests, and maintaining compliance with relevant policies and standards.

3) Work Plan Content

a. Briefly explain or describe the overall approach and/or methods that will be used to accomplish the work as described in Exhibit, A Scope of Work.

b. Explain the particular approaches and methods that are proposed, how they were chosen (e.g., proven success or past effectiveness, etc.), and explain what is unique, creative, or innovative about the proposed approaches and/or methods.

c. If any complications or delays are anticipated at any stage of performance, describe complications or delays and include a proposed strategy for overcoming those issues. Likewise, indicate if no major complications or delays are anticipated.

d. Indicate the assumptions made in providing the work plan in response to Exhibit A, Scope of Work. For each assumption listed, explain the reasoning and/or rationale.

e. Identify any additional contractor and/or State responsibilities that were included in the work plan that are believed to be necessary to ensure successful performance but were omitted from the Exhibit A, Scope of Work.

f. Identify the specific tasks/activities and functions that will be performed and include the following in-depth information for each task/activity or function in the work plan:

i. Indicate who will have primary responsibility for performing each major task/activity or function. If known, identify the name and position title of all key personnel and subcontractors that will perform the work. If the responsible party is unknown or not yet identified, identify a staff position title or project name/title and indicate “TBD”. If the responsible party is CDCR/CCHCS, please indicate.

ii. Indicate the approximate dates. If a task/activity or function will only occur in one fiscal period or year, indicate the beginning and ending month and year. If desirable, in addition to start and end dates or by the number of days, weeks, months, proposers may use other terms such as start-up, ongoing, continuous, takeover, turnover, etc. to describe the performance timeline. In doing so, proposers must define the meaning of any unique term.

iii. Explain/describe how the proposer intends to measure or prove successful completion of each major task, function or activity. If applicable, identify the key events or outcomes that will signify completion or identify tangible items (deliverables) that will result at the conclusion of the various tasks/activities or functions.

F. Management Plan Section

1) Include an organization chart showing the lines of authority and reporting relationships within the proposer’s organization including the relationship between management and subcontractors, if any. Place the organization chart in the Appendix Section of the proposal.

2) Describe how the proposer will effectively coordinate, manage, and monitor the efforts of the assigned personnel to ensure that all tasks, activities, and functions are completed effectively and in a timely manner.

3) Describe how the proposer will train registry network staff, subcontractors, and CDCR/CCHCS institution staff for the requesting, processing, and receiving of registry staff services.

4) Describe the processes for overseeing complaint resolution and personnel issues.

5) Describe the fiscal accounting processes and budgetary controls that will be utilized to ensure the responsible use and management of contract funds and accurate invoicing.

   Include, at a minimum, a brief description of the following:

   a. Proposed billing or invoicing frequency (not more frequently than monthly in arrears).

   b. Identify the documentation that will be retained on file or submitted to CDCR/CCHCS upon request to prove, support, and/or substantiate the expenses that are invoiced to CDCR/CCHCS. This is to include, at a minimum, temporary/relief provider's weekly timesheet(s) that reflect registry services performed.

6) Describe how the proposer shall provide comprehensive and high-quality training to contract DRN support staff, CCHCS HQ support, CDCR institution staff, and temporary/relief providers, as referenced in Exhibit A – Scope of Work. This training must be designed to ensure successful coordination among all parties involved and equip personnel with the necessary skills, knowledge, and procedures to effectively fulfill their roles and responsibilities.

G. Project Personnel Section

1) In this section, describe the proposed staffing plan. In the staffing plan, include at a minimum:

   a. Position titles for all key personnel (persons on the proposing firm's payroll).

   b. Include a job description or duty statement for each key personnel that will perform work under this project. The job descriptions must indicate the typical tasks and responsibilities that will be assigned to the position as well as the required education and experience. Place all job descriptions or duty statements at the end of the Project Personnel Section.

   c. Identify by name and position title, each key personnel person that will have primary responsibility for managing, directing, overseeing, and/or coordinating the work of assigned personnel and subcontractors, and who will maintain effective communications with CDCR/CCHCS (e.g., Project or Program Manager, Project or Program Director, Contract Manager, etc.).

      i. Briefly describe each person's expertise, capabilities, and credentials.

      ii. Emphasize any relevant past experience in working in secured facilities (e.g. hospitals, or correctional facilities), managing, directing, overseeing, coordinating, or managing other government projects similar to this project.

2) Briefly describe the administrative policies or procedures that are used to ensure that the proposing firm will recruit and select well-qualified, competent, and experienced registry provider groups or subcontractors.

   If employee recruitment/selection policies or procedures are present in an operations manual, proposers may cite excerpts from such manuals. Do not simply indicate that such policies exist and do not attach copies of any policies or manuals to the proposal. If deemed necessary, CDCR/CCHCS may request copies of the Proposer's existing manuals or policies.

3) Briefly describe the processes or procedures that will be used to ensure that staffing vacancies at the institutions are filled expeditiously and that services are continued despite the presence of vacancies.

4) If subcontractors will be used to perform temporary/relief dental registry staffing services, proposers must do the following at the time of proposal submission:

   Indicate if the proposer has identified any subcontractor(s) to perform the work or if the proposer will recruit them later.

   a. For each identified subcontractor include:

      - Full legal name.
      - Job description or duty statement that outlines the duties and functional responsibilities that will be assigned to the subcontractor.
      - Brief explanation as to reasons the subcontractor was chosen. Emphasize details such as applicable skills, knowledge, capabilities, past experience or accomplishments, availability, reasonableness of rates, expertise in a field or specialty, etc.

   b. For subcontractors that cannot be identified when the proposal is submitted to CDCR/CCHCS or are to be determined after the Agreement is executed, include:

      - Full legal name.
      - Job description or duty statement that outlines the duties and functional responsibilities that will be assigned to the subcontractor.
      - Brief explanation as to reasons the subcontractor was chosen. Emphasize details such as applicable skills, knowledge, capabilities, past experience or accomplishments, availability, reasonableness of rates, expertise in a field or specialty, etc.
      - An identification of the functions, activities, and responsibilities that willbe assigned to each subcontractor.
      - Description of the process that will be used to obtain CDCR/CCHCS' approval of each subcontractor selection, along with approval of their budgeted costs and assigned responsibilities.

5) Briefly describe how the proposer shall ensure that all proposed personnel possess the necessary qualifications, relevant experience, and expertise required to effectively manage the DRN.

H. Electronic Timekeeping

Within six months of agreement execution, or as agreed upon by CDCR/CCHCS and the proposer, the awarded Contractor shall begin implementation of a web-based system for electronic timekeeping for temporary/relief dental registry providers across all CDCR/CCHCS institutions. During implementation of the web-based system for electronic timekeeping, the awarded Contractor shall continue to utilize the existing timekeeping process established at all institutions for submission of timesheets for temporary/relief providers.

1) In this section, describe the proposed plan for implementation of a web-based electronic timekeeping system. The proposer shall propose a web-based electronic timekeeping system, taking into account the following, including but not limited to:

   a. System is compatible with CDCR/CCHCS IT infrastructure and operates securely over CDCR/CCHCS WIFI networks as well as support data export.

b. System shall comply with CDCR/CCHCS and State of California IT security and data privacy requirements.

c. System is configurable and customizable to meet evolving CDCR/CCHCS operational, regulatory, and programmatic needs and shall not unreasonably withhold or delay requested system enhancements.

d. System shall include full audit trail functionality (user ID, timestamps, edits, approvals, etc.)

e. System shall support role-based access, including but not limited to, providers, institutional staff, and CDCR/CCHCS Oversight staff, and access levels must be configurable, as requested by the DCCS Chief or their designee.

f. System functions during established CDCR/CCHCS business hours to avoid disruptions in timekeeping. Should errors or disruptions in service occur with the web-based system, proposer shall ensure issues are resolved within 24-48 hours.

g. System supports all registry timekeeping and billing operations for all CDCR/CCHCS institutions.

h. Communication regarding scheduled system maintenance, upgrades or enhancements are shared with CDCR/CCHCS institutions and CDCR/CCHCS Headquarters staff prior to implementation and upon completion of implementation. All scheduled system maintenance, upgrades or enhancements will be conducted after CDCR/CCHCS business hours.

i. Training on usage of the system shall be provided to all CDCR/CCHCS institutional and Headquarters staff, as requested by the DCCS Chief or their designee. The proposer will be responsible for all training-related resources, including but not limited to, instructional materials, training personnel, etc.

j. Continuous training on usage of the system shall be provided to CDCR/CCHCS institutional and Headquarters staff, as requested by the DCCS Chief or their designee. The proposer will be responsible for all training-related resources, including but not limited to, instructional materials, training personnel, etc.

k. Provide an alternative/temporary timekeeping system to all CDCR/CCHCS institutions and Headquarters staff if errors with the web-based timekeeping system occur.

l. Completed invoices and timesheets are submitted electronically to CDCR/CCHCS Healthcare Invoicing Section (HIS), Manual Claims Team (MCT) for timely processing.

2) Provide a timeline for implementation of the web-based electronic timekeeping system, including a phased approach to implementation at all CDCR/CCHCS institutions, testing, troubleshooting errors, etc.

3) List all projected staffing needs, including any anticipated assistance needed from CDCR/CCHCS institutional staff, Headquarters staff and IT staff.

4) List all software, equipment and resources needed to implement the web-based electronic timekeeping system.

5) Provide a detailed breakdown of the cost associated with implementation of the web-based electronic timekeeping system.

I. Cost Section[1]

1) The proposer must complete Attachment 15, Rate Sheet in the prescribed format. Any deviation from the prescribed format, which in the opinion of CDCR/CCHCS is material, may result in the rejection of the proposal. The proposed rates shall include all fees and expenses for providing the services described in this RFP. The successful proposer shall only be compensated based on actual services performed at the rates submitted.

2) All rates shall remain firm and constant during the entire Agreement term, including any extensions or amendments, unless CDCR/CCHCS changes rates at its discretion via an amendment to the Agreement.

II. Appendix Section

Complete, sign, and include the forms/attachments listed below. When completing the attachments, follow the instructions in this section and any instructions appearing on the forms/attachments. After completing and signing the applicable attachments, assemble them in the order shown below:

1) Proof of Nonprofit Status: Refer to Section 3.3.2 Proof of Nonprofit Status.

2) Organization Chart: Refer to Section 3.3.3 Organization Chart.

3) Contractor Staff Resumes: Refer to Section 3.3.5 Contractor Staff Resumes.

4) 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 years in which respondent or any division, subsidiary, or parent company of respondent, or 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.

   f. A defendant or respondent in a governmental inquiry or action regarding accuracy of preparation of financial statements or disclosure documents.

[1] See Subsection 8.1, Proposal Requirements in the RFP.

5) Default Termination

Disclosure of whether a company has defaulted in its performance on a contract in the last five years which has led to the termination of the contract, or whether a company has received a notice of breach or notice of default in the last five years, whether or not the notice led to termination of the contract.

8.2 Submitted Proposal

8.2.1 Submission of Proposal

The complete proposal package (including the narrative proposal and cost proposal) must be submitted to the Proposal Representative by the date and time specified in RFP Subsection 1.6 Key Action Dates. All documents requiring a signature must bear a certified digital signature or scanned wet signature of the person authorized to bind the proposer's firm. The signature should indicate the title or position that the individual holds in the firm. Proposals not received by the date and time specified in RFP Subsection 1.6 Key Action Dates will be rejected.

Proposals must be complete in all respects as required by Subsection 8.1 Proposal Requirements. A proposal will be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. A proposal shall be rejected if any such defect or irregularity constitutes a material deviation from the RFP requirements.

The complete proposal package MUST be submitted to CDCR/CCHCS electronically to the email address listed below:

m_ContractSupport@cdcr.ca.gov

8.2.1.1 False or Misleading Statements

Proposals which contain false or misleading statements or which provide references that do not support an attribute or condition claimed by the proposer may be rejected. If, in the sole opinion of CDCR/CCHCS, such information was intended to mislead the State in its evaluation of the proposal and the attribute, condition, capability, or requirement of this RFP, it will be the basis for rejection of the proposal.

8.2.1.2 Proposal Signature

Refer to Section 8 Proposal Format, Subsection 8.1.1.

8.2.1.3 Proof of Timely Receipt

A. Upon receipt of the proposal package by the Proposal Representative, each proposer will be sent an email indicating the date and time the proposal package was received.

B. CDCR/CCHCS will deem late proposals as non-responsive.

8.2.1.4 Modification or Withdrawal of Proposals

Proposers may modify their proposals after submission by requesting to withdraw the original proposal, via email, to the Proposal Representative, prior to the proposal submission deadline. Once CDCR/CCHCS has confirmed acceptance and approval of the modification request, the proposer may then submit a modified proposal, prior to the proposal submission deadline. Proposal modifications requested in any other manner will not be considered.

Proposers may withdraw their proposals by submitting a withdrawal request via email, to the Proposal Representative, prior to the proposal submission deadline. Once CDCR/CCHCS has confirmed acceptance and approval of the withdrawal request, the proposer may then submit a new proposal, prior to the proposal submission deadline. Proposal withdrawals requested in any

other manner will not be considered. Subsequent to the proposal submission deadline, proposals may not be withdrawn without cause.

8.2.1.5 Confidentiality

The contents of all proposals, including correspondence, agenda, memoranda, or any other medium which discloses any aspect of a proposer's proposal, will be held in confidence by CDCR/CCHCS. Any disclosure of State confidential information by the proposer is a basis for rejecting the proposer's proposal and ruling the proposer ineligible to further participate. Maintaining the confidentiality of information that is designated as confidential by CDCR/CCHCS is paramount.

8.3 Rejection of Proposals

The State may reject any or all proposals and may waive any immaterial deviation or defect in a proposal. CDCR/CCHCS' waiver of any immaterial deviation or defect shall in no way modify the RFP documents or excuse proposers from full compliance with the RFP specifications if awarded the Agreement.

8.3.1 General

Proposals will be evaluated according to the procedures contained in Section 9 Evaluation Process.

8.3.2 Evaluation Questions

During the evaluation and selection process, CDCR/CCHCS may confidentially require a proposer's representative to answer specific questions and provide clarification in writing.

8.4 Errors in the Proposal

An error in the proposal may cause the rejection of that proposal. However, CDCR/CCHCS, in its sole discretion, may retain the proposal and make certain corrections. In determining if a correction will be made, CDCR/CCHCS will consider compliance of the proposal to the format and content required by the RFP. CDCR/CCHCS, in its sole discretion, may deem as immaterial, a minor clerical error(s), and/or mathematical errors. In the event CDCR/CCHCS identifies a correctable error, a response from the Proposer is required within 24 hours of notification.

If a proposer does not follow the instructions for computing costs related to the contract (e.g., personnel costs), CDCR/CCHCS may reject a proposal, or in its sole discretion, re-compute such costs based on instructions contained in the RFP. CDCR/CCHCS may, at its sole discretion, correct errors of omission and, in the following three situations, CDCR/CCHCS will take the indicated actions if the proposer's intent (as determined by CDCR/CCHCS) is not clearly established by the complete proposal submittal:

A. If a service is described in the narrative and omitted from the cost data provided in the proposal for evaluation purposes, it will be interpreted to mean that the item will be provided by the proposer at no cost.

B. If a service is not mentioned at all in the proposal, the proposal will be interpreted to mean that the proposer does not intend to perform that service.

C. If a service is omitted, and the omission is not discovered until after contract award, the proposer shall be required to perform that service at no cost.

The determination of whether a service is minor or major will be at the discretion of the State. It is essential that proposers carefully review the cost elements in their proposals.

8.4.1 CDCR/CCHCS' Rights

In addition to the rights discussed elsewhere in this RFP, CDCR/CCHCS reserves the following rights:

A. CDCR/CCHCS' Corrections

1) CDCR/CCHCS reserves the right to do any of the following up to the proposal submission deadline, including but not limited to:

   a. Modify any date or deadline appearing in this RFP or the RFP time schedule.

   b. Issue clarification notices, addenda, alternative RFP instructions, forms, etc.

   c. Waive any RFP requirement or instruction for all proposers if CDCR/CCHCS determines that the requirement or instruction was unnecessary, erroneous, or unreasonable.

2) If deemed necessary by CDCR/CCHCS to remedy an RFP error or defect that is not detected in a timely manner, CDCR/CCHCS may also issue correction notices or waive any unnecessary, erroneous, or unreasonable RFP requirements or instruction after the proposal submission deadline.

3) If this RFP is clarified, corrected, or modified, CDCR/CCHCS will notify potential proposers of the modification by addenda posted on the Cal eProcure portal at: https://caleprocure.ca.gov/pages/public-search.aspx.

4) If CDCR/CCHCS decides, prior to or on the proposal due date, to extend the submission deadline, CDCR/CCHCS will provide notice in writing on the Cal eProcure portal.

B. Collecting Information from Proposers

1) If, during or after the proposal review and evaluation process, a proposal is found to have a technical or minor non-compliance or unintentional omission, such as a missing signature, portion of data, or a necessary form, the Compliance Review Committee (CRC) may request the proposer to promptly correct the minor non-compliance or omission within 24 hours of notification by DCCS. The CRC will advise the Proposer by email of the documentation that is required and the timeline for submitting the documentation. Failure to submit the required documentation by the date and time indicated may cause the CRC to deem a proposal non-responsive.

2) CDCR/CCHCS, in its sole discretion, reserves the right to collect, via email or other method, the following omitted documentation and/or additional information:

   a. Signed copies of any form submitted without a signature.

   b. Data or documentation omitted from any submitted RFP attachment/form.

   c. Information/material needed to clarify or confirm certifications or claims made by proposer.

   d. Information/material or forms needed to correct or remedy an immaterial defect in a proposal.

C. Immaterial Proposal Defects

1) The compliance and evaluation committees may waive any immaterial defect in any proposal and allow proposer to remedy those defects. CDCR/CCHCS reserves the right to use its best judgment to determine what constitutes an immaterial deviation or defect.

2) CDCR/CCHCS' waiver of an immaterial defect in a proposal shall in no way modify this RFP or excuse a proposer from full compliance with all requirements.

D. Correction of Clerical or Mathematical Errors

1) The compliance and evaluation committees reserve the right, in their sole discretion, to excuse, correct, or require proposers to remedy any obvious clerical or mathematical errors occurring in the narrative portion of a proposal or on the cost proposal.

2) If the correction of an error results in an increase or decrease in the total price, CDCR/CCHCS shall give proposers the option to accept the corrected price or withdraw their proposal.

3) Proposers may be required to initial corrections to costs and dollar figures on the cost proposal if the correction results in an alteration of the annual costs or total costs offered.

4) If a mathematical error occurs in a total or extended price and a unit price is present, CDCR/CCHCS will use the unit price to settle the discrepancy.

E. Right to Remedy Errors

The compliance and evaluation committees reserve the right to remedy errors caused by:

1) CDCR/CCHCS office equipment malfunctions or negligence by agency staff.

2) Natural disasters (e.g., floods, fires, earthquakes, etc.).

F. No Contract Award or RFP Cancellation

The issuance of this RFP does not constitute a commitment by CDCR/CCHCS to award a contract. CDCR/CCHCS reserves the right to reject all proposals and to cancel this RFP if it is in the best interest of the State to do so.

G. Proposed Use of Subcontractors

Specific subcontractor relationships proposed in response to this RFP (e.g., identification of identified subcontractors) shall not be changed during the proposal process or prior to contract execution. The identification of a subcontractor does not affect CDCR/CCHCS' right to approve subcontractor selections or changes made after the Agreement award.

H. Staffing Changes After Contract Award

CDCR/CCHCS reserves the right to approve or disapprove changes in key personnel that occur after contract award.

I. Contract Amendments after Award

The State is executing this Agreement for a period of 36 months with an option to extend the Agreement for up to three optional one-year terms. All Agreement amendments are subject to satisfactory performance, funding availability, and may require approval from DGS/Office of Legal Services. Proposers' rates are submitted with the understanding that in the event the proposer is awarded a Contract, the rates submitted in this proposal shall remain in effect for the term of the Agreement and any extensions to the term of the Agreement.

8.5 Do Not Mark Proposal with Exceptions nor Add Alternative Boilerplate

CDCR/CCHCS will reject proposals that the compliance and evaluation committees determine to be material exceptions to specifications in the proposal and Agreement. Do not add information or markup forms in a manner that may appear to be a change or exception. Do not offer exceptions or alternatives, unless specifically requested by CDCR/CCHCS, and do not mark the proposal with changes to any specifications of the RFP or Agreement. Do not attach an alternative

boilerplate. A request to consider an exception or an attachment “for our information” could result in rejection of the proposal. This decision will be made at the sole discretion of the compliance and evaluation committees.

8.6 Contract Terms and Conditions

Proposers are to carefully review all specifications, requirements, terms and conditions, and insurance requirements. Submission of a proposal is agreement to all terms and conditions. All specifications, requirements, terms, and conditions are mandatory, and all proposals should anticipate full compliance with no exceptions to these terms and conditions. See Exhibit C, General Terms and Conditions (GTC 02/2025) and Exhibit D, Special Terms and Conditions & Additional Provisions.

8.7 Proprietary Proposal Material

CDCR/CCHCS requests that companies refrain from requesting public disclosure of proposers’ proposals and related information until an intent to award is announced as a measure to best protect the proposal process, particularly in the event of cancellation or re-solicitation. With this preference stated, CDCR/CCHCS shall continue to properly fulfill all public disclosure requests for such information as required by State law. However, CDCR/CCHCS will assert Government Code Section 7922.000 as its basis for nondisclosure of any proposal materials prior to issuance of the Notification of Intent to Award or after contract execution, as deemed necessary by CDCR/CCHCS.

Proposers should understand that records (including, but not limited to, proposal or proposal submittals, the Agreement, and any other contract materials) they submit to CDCR/CCHCS may become public records under California State law. Public records must be promptly disclosed upon request unless a statute exempts disclosure. See Government Code Sections 7922.000-7922.210.

Proposers are obligated to clearly mark as “proprietary” any information or records in the proposer’s proposal they believe are exempted from disclosure. The body of the proposal shall clearly indicate this information or records. Proposers should mark as “proprietary” only that information they believe legitimately fits within a public disclosure exemption. CDCR/CCHCS may reject proposals that are marked proprietary in their entirety.

If CDCR/CCHCS receives a public disclosure request for records that a proposer has marked as “proprietary information”, CDCR/CCHCS may notify the proposer of the request and postpone disclosure briefly to allow the proposer to petition the court for an appropriate order. However, this is a courtesy of CDCR/CCHCS and not an obligation.

CDCR/CCHCS has no obligation to assert an exemption from disclosure. If the proposer believes that its records are exempt from disclosure, the proposer is obligated to seek an injunction under State law. By submitting a response, the proposer acknowledges this obligation; the proposer also acknowledges that CDCR/CCHCS will have no obligation or liability to the proposer if the records are disclosed.

8.8 Proposer’s Responsibility to Examine Documents

It is the proposer’s responsibility to examine all specifications and conditions thoroughly and comply fully with the specifications and all attached terms and conditions. Proposers must comply with all federal, state, and city laws, ordinances and rules, and meet any and all registration requirements where required for contractors as set forth in the State of California statutes.

8.8.1 Proposer’s Responsibility to Provide Full Response

It is the proposer’s responsibility to provide full and complete written proposals. No response should require interpretation or clarification by the State. The proposer is to provide all requested materials, forms, and information and are responsible for ensuring the proposal completely and

accurately includes the proposer's specifications and offerings. CDCR/CCHCS does not, and will not, accept materials to supplement the proposal after the proposal deadline; however, this does not limit the right of CDCR/CCHCS to consider additional materials that are obtained by the State, such as clarifications from proposers, as needed, by CDCR/CCHCS regarding submitted references or past experiences.

8.9 Communications

All communications concerning this RFP, including the submission of the proposal, shall be directed to the designated Proposal Representative via email. Communications via fax are not permitted.

Unless authorized by the DCCS Chief or their designee, no other CDCR/CCHCS official or CDCR/CCHCS employee is empowered to speak for the DCCS, with respect to this acquisition for dental registry services. Any proposer seeking to obtain information, clarification, or interpretations from any other CDCR/CCHCS official or CDCR/CCHCS employee is advised that such material will be used at the Proposer's own risk. DCCS will not be bound by any such information, clarification, or interpretation.

Following the proposal deadline, proposers shall direct communications only to the Proposal Representative or designee listed in Subsection 1.5. The DCCS Proposal Representative or designee will send out information to responding companies via email as decisions are finalized.

8.10 Proposal Disposition

All material submitted in response to this RFP shall become the property of CDCR/CCHCS upon delivery to the DCCS Proposal Representative identified in Subsection 1.5.

8.11 Indemnification

Proposer agrees to indemnify, defend, and hold harmless the State, CDCR/CCHCS, CDCR/CCHCS officers, employees, and agents, 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 providing 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 that may be injured or damaged by proposer in the performance of this Agreement. The State, CDCR/CCHCS officers, agents, and employees shall be responsible for their own acts and omissions. See Exhibit C, General Terms and Conditions (GTC 02/2025) and Exhibit D, Special Terms and Conditions & Additional Provisions.

9 EVALUATION PROCESS

Required Compliance with RFP Specifications: The evaluation process utilizes a multiple stage approach to review and/or score narrative proposals. If, at any stage of review, a proposal is found to be substantively non-compliant with RFP specifications/requirements, as in not adequately addressing a key component, that proposal shall be rejected from further consideration. As described below, this review for basic compliance and responsiveness primarily occurs in Stage 1 of the review, as performed by the CRC. However, if a substantive non-compliance/non-responsiveness is not detected until a later stage of the review and is confirmed by the CRC, the proposal shall still be rejected.

Compliance Review Committee (CRC) consists of staff from DCCS. This committee performs the initial evaluation of each submitted proposal to ensure compliance with the RFP specifications. This committee shall also review each proposal for timeliness, completeness, and responsiveness in accordance with Stage 1 – Compliance Review listed in the next section.

Evaluation Scoring Committee (ESC) consists of subject matter experts from DCCS and the CDCR/CCHCS dental program area. Each member of the ESC reviews and scores each proposal

in accordance with Stage 2 – Mandatory Qualifications and Narrative Proposal Review/Evaluation/Scoring.

Stage 1 – Compliance Review

A. Shortly after the proposal submission deadline as described in Section 1.6 Key Action Dates, the CRC will convene to review each proposal for timeliness, completeness, and initial responsiveness to the RFP requirements. The CRC will compare the contents of each proposal to determine if the proposal is compliant with the RFP requirements.

B. If the CRC finds that a proposal has a technical or minor non-compliance unintentional omission such as a missing signature, incorrect dates or other clerical errors, the CRC may request the proposer to immediately correct the minor non-compliance or omission within 24 hours of notification by DCCS.

C. If the CRC finds that a proposal is substantively non-compliant with and/or non-responsive to the RFP specifications/requirements such that it cannot reasonably be remedied in a manner that does not give an undue time advantage to the proposer (e.g., unduly past the proposal submission deadline) on a substantive component of the proposal, the CRC shall reject the proposal from further consideration.

Stage 2 – Mandatory Qualifications and Narrative Proposal Review/Evaluation/Scoring

A. Proposals that pass the compliance review process in Stage 1 – Compliance Review will be submitted to the ESC.

   Each ESC member will review, evaluate, and numerically score each proposal based on the following:

   i. Mandatory Qualifications will be reviewed as “Pass/Fail” and failure to meet these requirements shall, in CDCR/CCHCS’ sole discretion, result in a finding of proposal non-responsiveness.

   ii. Additional Requirements - will be reviewed and evaluated using the numerical point values noted for each corresponding requirements and/or criteria.

B. The chart below outlines the range of points (1 – 5) that can be allocated to each aspect of a proposal’s narrative section that is listed in the scoring sheets as a “factor” to be separately scored. Subsequent sections and the sample score sheets included here show how a proposal’s narrative is divided into five rating categories with each of those categories broken down into a number of rating factors, each of which is to be separately scored. Following this chart is a list of the rating factors that are to be scored.

Points	Interpretation	General Basis for Point Assignment
1	**Inadequate**	Proposal (e.g., content and/or explanation offered) is inadequate or does not meet CDCR/CCHCS’ needs/requirements or expectations. The omission(s), flaw(s), or defect(s) are significant and unacceptable.
2	**Barely Adequate**	Proposal (e.g., content and/or explanation offered) is barely adequate or barely meets CDCR/CCHCS’ needs/requirements or expectations. The omission(s), flaw(s) or defect(s) are consequential

		but are acceptable. The quality of the proposal is considered to be less than average for a qualified proposer.
3	**Adequate**	Proposal *(*e.g., content and/or explanation offered) is adequate or meets CDCR/CCHCS' basic needs/requirements or expectations. The omission(s), flaw(s) or defect(s), if any, are inconsequential and acceptable. The quality of the proposal is considered to be average for a qualified proposer.
4	**More than Adequate**	Proposal (e.g., content and/or explanation offered) is more than adequate or fully meets CDCR/CCHCS' needs/requirements or expectations. No omission(s) or flaw(s) are evident. The quality of the proposal is not considered to be outstanding but is above average for a qualified proposer.
5	**Excellent or Outstanding**	Proposal (e.g., content and/or explanation offered) is well above average or exceeds CDCR/CCHCS' needs/requirements or expectations. Proposer offers one or more enhancing features, methods or approaches that will benefit the State. Any present weakness is minor and unrelated to a performance requirement.

C. In assigning points for individual rating factors, ESC may consider issues including but not limited to the extent to which a proposal response:

1) Is lacking information, lacking depth or breadth, or lacking significant facts and/or details.

2) Is fully developed and comprehensive and has few, if any, weaknesses, defects, or deficiencies.

3) Demonstrates that the proposer understands CDCR/CCHCS' needs, the services sought, and the selected proposer's responsibilities.

4) Illustrates the proposer's capability to perform all services and meet all scope of work requirements.

5) If implemented, will contribute to the achievement of CDCR/CCHCS' goals and objectives.

6) Demonstrates the proposer's capacity, capability, and commitment to exceed regular service needs (e.g., enhanced features, approaches, or methods; creative or innovative business solutions).

D. The chart below shows the five categories and the maximum possible total points for each; the varying totals of possible points reflects the relative weight given to the various categories. As shown in the following charts, each category is broken down into a number of "factors" to which an individual score is to be allocated.

Narrative Rating Category	**Points**
Executive Summary	30
Agency Capability	120
Work Plan	145
Management Plan	35
Project Personnel	40
Electronic Timekeeping	80

Grand Total (Narrative Proposal) 450

Mandatory Qualifications

The Cover Letter must clearly explain how the proposer meets each of the Mandatory Qualifications listed below. Failure to provide this information will result in the proposal being deemed non-responsive.

Narrative Proposal Rating Factors

Mandatory Qualifications

Mandatory Qualifications	**Pass/ Fail**
1. Does the proposer have experience implementing, maintaining, monitoring and managing a network of temporary/relief staffing services? Does proposer agree? ☐ Yes. ☐ No.	
2. Does the proposer have experience working with heath care laws, regulations, standards, and practices, and demonstrated experience and/or knowledge of those particular to the State of California? Does proposer agree? ☐ Yes. ☐ No.	
3. Does the proposer have experience monitoring and ensuring that, as defined by applicable statutes and regulations, assigned registry provider groups and assigned temporary/relief providers rendering temporary/relief staffing services possess the required current licenses, permits, registrations, certifications, and credentialing to practice in their respective specialty? Does proposer agree? ☐ Yes. ☐ No.	
4. Does the proposer have experience implementing maintaining, monitoring and managing a web-based system for communicating issues, making requests, reviewing scheduling, statistical analysis, accessibility, compliance measurements, provider certifications/licenses, performance guarantees, and reporting? Does proposer agree? ☐ Yes. ☐ No.	
5. Does the propose possess the necessary licenses, certifications and registrations to provide a network of temporary/relief staffing services in the State of California? Does proposer agree? ☐ Yes ☐ No.	

6. Does the proposer possess the necessary personnel, materials, facilities, and any other resources required to provide the services listed in this RFP and corresponding Exhibits? Does proposer agree? ☐ Yes. ☐ No.	

Executive Summary

Executive Summary Rating Factors	**Maximum Points Possible**	**Points Earned**
7. Based on the proposal, to what extent does the proposer describe understanding of CDCR/CCHCS' needs and the importance of this project?	**5**	
8. Based on the proposal, to what extent does the proposer describe tangible results that are expected to be achieved through the use of the registry network.	**5**	
9. Based on the proposal, to what extent does the proposer express a sincere commitment to perform the scope of work in an efficient and timely manner?	**5**	
10. Based on the proposal, to what extent does the proposer provide a clear plan on the method(s) in which the company will implement and complete all implementation activities within the specified deadlines provided in this RFP and Exhibit A, Scope of Work?	**5**	
11. Based on the proposal, to what extent does the proposer describe how this project will be effectively integrated into the Proposer's current obligations and existing workload.	**5**	
12. Based on the proposal, to what extent does the proposer explain why it should be chosen to undertake this project at this time?	**5**	
Total Maximum Points Possible	**30**	
Executive Summary Score	**_____ Points earned**	

Agency Capability

Agency Capability Rating Factors	**Maximum Points Possible**	**Points Earned**
13. Based on the proposal, to what extent does the proposer provide the following information? a. Date of establishment. If applicable, explain any changes in business history or organizational structure that will assist CDCR/CCHCS in determining the qualifications of the Proposer. b. Description of the proposer's goals that are relevant, closely related, or will complement this project.	**30 (5 points per criteria)**	

c. Proposers must list all previous relationships with CDCR/CCHCS programs or initiatives for which registry services and/or consulting services were provided in the last five years. d. Brief list of similar types of contracts that were successfully concluded with a sample of such work, if applicable. e. Description of all key personnel to be assigned during performance (by classification or title) and their qualifications to perform the work. f. Detailed description of the proposer's capability of implementing and completing the beginning (implementation) and ending (transitional) activities within the specified timeframes provided in this RFP and Exhibit A, Scope of Work.		
14. Based on the proposal, to what extent does the proposer possess the following experience? a. Entering into contracts with registry provider groups to fill temporary/relief provider vacancies. b. Implementing a statewide dental registry network of temporary/relief dental registry staffing services for a large geographic area and remote locations. c. Providing, monitoring, maintaining, and managing a network of health care registry providers. d. Monitoring and ensuring that, as defined by applicable statutes and regulations, assigned registry provider groups and assigned temporary/relief providers rendering temporary/relief dental registry staffing services possess the required current licenses, permits, registrations, certifications, and credentialing to practice in their respective specialty. e. Working with heath care laws, regulations, standards, and practices, and demonstrated experience and/or knowledge of those particular to the State of California. f. Maintaining and providing services utilizing reimbursement rates that are comparable with those in the commercial marketplace. g. Implementing and utilizing a web-based system for communicating issues, making requests, reviewing scheduling, electronic timekeeping, statistical analysis accessibility, compliance measurements, provider certifications/licenses, performance guarantees, and reporting. h. Establishing designated representatives to work with a contract management team on development, implementation, complaint resolution, network issues, and daily operations coordination based on the Exhibit A, Scope of Work requirements. i. Providing on-demand reports regarding various factors associated with the use of a comprehensive registry network. j. Monitoring and reporting the number of providers by registry and/or location, the number of additions and deletions to the network, coverage issues, and cost issues as well as activities taken by the Proposer to maintain, improve, and increase the registry network.	**60 (5 points per criteria)**	

k. Using current business industry standards to provide registry network services. l. Demonstrating flexibility to accommodate the varying needs of institutions, including different levels and types of temporary/relief dental registry providers, personnel, and geographic locations.		
15. Based on the proposal, to what extent does the proposer describe work projects begun and/or completed in the past five years that involved services similar in nature or closely related to the Exhibit A, Scope of Work in this RFP and included the following information? a. Name of agency or business and contact name from the entity for which services were performed. b. Duration or length of the project. c. Total cost or value of the project. d. Indicate if the account or project is "active/open" or "closed/settled". e. The type and nature of the services performed.	**25 (5 points per criteria)**	
16. Based on the proposal, to what extent does the proposer describe any experience that demonstrates the proposer's ability to establish and maintain effective working relationships with government entities, registry provider groups and associations, community-based organizations, and/or private nonprofit organizations?	**5**	
Total Maximum Points	**120**	
Agency Capability Score	**_____ Points earned**	

Work Plan

Work Plan Rating Factors	**Maximum Points Possible**	**Points Earned**
17. Based on the proposal, to what extent does the work plan include the following information? a. An in-depth discussion and description of the methods, approaches, step-by-step actions, and timeframes that will be carried out to fulfill all Exhibit A, Scope of Work requirements. b. If the nature of a task or function hinders specific delineation of in-depth methods and procedures (e.g., a task is dependent upon a future action or multiple approaches may be used), explain the probable methods, approaches, or procedures that will be used to accomplish the task or function. Also, describe in this instance, how the proposer will propose the ultimate strategies and detailed plans to CDCR/CCHCS for full consideration and approval before proceeding to carry out the project. c. Explain the probable methods, approaches, or procedures that will be used to accomplish the task or function and produce the desired results statewide.	**15 (5 points per criteria)**	

18. Based on the proposal, to what extent does the work plan address the following? a. What is the proposer's approach to implementing and maintaining a comprehensive and effective dental registry network while meeting or exceeding Performance Standards? b. What is the proposer's approach to ensuring a minimum number of assigned temporary/relief providers are in place to effectively provide comprehensive registry network services to support operations and maintain appropriate staffing levels at all institutions? c. What steps/actions will be in place to ensure that a sufficient number of registry provider groups and temporary/relief providers are available for utilization throughout the term of this Agreement to avoid unnecessary overtime or exceeding annual limitation on hours per individual? d. What is the proposer's plan for filling temporary/relief provider orders in accordance with the requirements listed under Exhibit A – Scope of Work, Section 9. Scheduling (e.g., fill rates, timeframes, etc.)? e. What is the proposer's experience in recruiting and staffing dental classifications for multiple locations? f. What is the proposer's plan for monitoring all assigned temporary/relief providers scheduled to work at institutions? g. How will the proposer maintain high-quality management services consistent with the established and commonly accepted standards and principles of health care practice? h. How will the proposer address service needs including temporary/relief provider accessibility, availability, and ability to address continuity of care issues within 48 hours for emergent needs? i. What steps/actions will the proposer take to monitor whether the provision and utilization of registry services meet professionally recognized standards of practice? j. What steps/actions will the proposer use to remedy any gaps in the network whenever such gaps are identified by CDCR/CCHCS? k. Describe the proposer's plan for establishing a representative(s) to work with CDCR/CCHCS' designated DCCS team on development, implementation, complaint resolution, network issues, daily operations, and transition coordination. l. Describe the expectations requested of CDCR/CCHCS to ensure success of this project in conjunction with the Proposer's team for the life of the Agreement. m. Describe how the proposer will ensure the reimbursement rates for dental services provided by registry provider groups complies with the rates proposed on Exhibit B-1 – Rate Sheet. n. What is the proposer's plan for monitoring and reporting on the status of the registry network? Reporting shall include, but not be limited to, the number of temporary/relief dental registry providers by registry classification and/or location, the number of additions and deletions to the network, coverage and cost issues, as well as activities taken by the proposer to maintain, improve, and increase the network.	**105 (5 points per criteria)**	

o. Describe how the proposer will provide on-demand reports regarding various factors associated with the use of a comprehensive registry network. Reporting components may include, but are not limited to, usage of registry providers, service classifications, institutions, timekeeping, hour usage by California Public Employee Retirement System (CalPERS) status, rate restriction statistics, labor costs, and historical/trending reports. p. What is the proposer's plan for providing a web-based system for communicating issues, making requests, reviewing scheduling, statistical analysis, accessibility, compliance measurements, provider certifications/licenses, performance guarantees, and reporting? q. What is the proposer's plan for ongoing training of contractor staff supporting the dental registry network activities, CDCR/CCHCS staff, and institution staff regarding processes and web-based systems? r. Describe how the proposer will meet the registry temporary/relief provider requirements as described in Exhibit A-1, Service Specifications. i. How will the proposer maintain continuity of care for sick calls, loss of staff, vacations, etc.? ii. How will the proposer provide quick replacement of temporary/relief provider(s) in these circumstances in order to maintain continuity of care? iii. How will the proposer ensure that the contracted temporary/relief providers possess, throughout the term of their agreement(s), the required current licenses, permits, registrations, and certifications to practice in the State of California and meet CDCR/CCHCS requirements, as related to their scope of dental practice? s. Identify the activities the proposer will accomplish and the data/information needed from CDCR/CCHCS prior to beginning network administration services. i. How will the proposer assess each CDCR/CCHCS institution and plan for implementation (beginning) and on-going operations? ii. How will the proposer establish the registry network and ensure that temporary/relief providers meet or exceed all CDCR/CCHCS qualification requirements for each respective classification? iii. What is the proposer's proposed implementation approach including how the registry network will be phased in? iv. What is the proposer's plan for having the dental registry network available to provide temporary/relief dental registry staffing services statewide within the first four months of the Agreement start date? t. What performance measures will the proposer implement to ensure a smooth implementation (beginning) and transitional (ending) process for this Agreement? u. The proposer must demonstrate the ability to deliver comprehensive registry staffing management services across all CDCR/CCHCS institutions. This includes		

providing a detailed Work Plan outlining specific strategies, processes, and resources to ensure effective recruitment, placement, scheduling, and oversight of registry staff in accordance with the operational needs of each institution. The Proposer's Work Plan should address methods for managing staffing levels, ensuring timely fulfillment of staffing requests, and maintaining compliance with relevant policies and standards.		
19. Based on the proposal, to what extent does the work plan include the following? a. Explain the particular approaches and methods that are proposed, how they were chosen (e.g., proven success or past effectiveness, etc.), and explain what is unique, creative, or innovative about the proposed approaches and/or methods. b. If any complications or delays are anticipated at any stage of performance, describe complications or delays and include a proposed strategy for overcoming those issues. Likewise, indicate if no major complications or delays are anticipated. c. Indicate the assumptions made in providing the work plan in response to Exhibit A, Scope of Work. For each assumption listed, explain the reasoning and/or rationale. d. Identify any additional contractor and/or State responsibilities that were included in the work plan that are believed to be necessary to ensure successful performance but were omitted from the Exhibit A, Scope of Work. e. Identify the specific tasks/activities and functions that will be performed and include the following in-depth information for each task/activity or function in the work plan: i. Indicate who will have primary responsibility for performing each major task/activity or function. If known, identify the name and position title of all key personnel and subcontractors that will perform the work. If the responsible party is unknown or not yet identified, identify a staff position title or project name/title and indicate "TBD". If the responsible party is CDCR/CCHCS, please indicate. ii. Indicate the approximate dates. If a task/activity or function will only occur in one fiscal period or year, indicate the beginning and ending month and year. If desirable, in addition to start and end dates or by the number of days, weeks, months, proposers may use other terms such as start-up, ongoing, continuous, takeover, turnover, etc. to describe the performance timeline. In doing so, proposers must define the meaning of any unique term. iii. Explain/describe how the proposer intends to measure or prove successful completion of each major task, function or activity. If applicable, identify the key events or outcomes that will signify completion or identify tangible items (deliverables) that will result at the conclusion of the various tasks/activities or functions.	**25 (5 points per criteria)**	

Total Maximum Points Possible	**145**
Work Plan Score	**_____ Points earned**

Management Plan

Management Plan Rating Factors	Maximum Points Possible	Points Earned
20. Based on the proposal, does the proposer provide an organization chart showing the lines of authority and reporting relationships within the proposer's organization including the relationship between management and subcontractors, if any?	**5**	
21. Based on the proposal, to what extent does the proposer describe how it will effectively coordinate, manage, and monitor the efforts of the assigned personnel to ensure that all tasks, activities, and functions are completed effectively and in a timely manner?	**5**	
22. Based on the proposal, to what extent does the proposer describe how it will train registry network staff, subcontractors, and CDCR/CCHCS institution staff for the requesting, processing, and receiving of registry staff services?	**5**	
23. Based on the proposal, to what extent does the proposer describe the processes for overseeing complaint resolution and personnel issues?	**5**	
24. Based on the proposal, to what extent does the proposer describe its fiscal accounting processes and budgetary controls that will be utilized to ensure the responsible use and management of contract funds and accurate invoicing, including the following information? a. Proposed billing or invoicing frequency (not more frequently than monthly in arrears). b. Documentation that will be retained on file or submitted to CDCR/CCHCS upon request to prove, support, and/or substantiate the expenses that are invoiced to CDCR/CCHCS. This is to include, at a minimum, temporary/relief provider's weekly timesheet(s) that reflect registry services performed.	**10 (5 points per criteria)**	
25. Based on the proposal, to what extent does the proposer describe how it will provide comprehensive and high-quality training to contract DRN support staff, CCHCS HQ support, CDCR institution staff, and temporary/relief providers, as referenced in Exhibit A – Scope of Work. This training must be designed to ensure successful coordination among all parties involved and equip personnel with the necessary skills, knowledge, and procedures to effectively fulfill their roles and responsibilities.	**5**	

Total Maximum Points Possible	**35**
Management Plan Score	**_____ Points earned**

Project Personnel

Project Personnel Rating Factors	**Maximum Points Possible**	**Points Earned**
26. Based on the proposal, to what extent does the proposer provide the proposed staffing plan to include the following? a. Position titles for all key personnel (persons on the proposing firm's payroll). b. Job description or duty statement for each key personnel that will perform work under this project. The job descriptions must indicate the typical tasks and responsibilities that will be assigned to the position as well as the required education and experience. Place all job descriptions or duty statements at the end of the Project Personnel Section. c. Name and position title for each key personnel that will have primary responsibility for managing, directing, overseeing, and/or coordinating the work of assigned personnel and subcontractors, and who will maintain effective communications with CDCR/CCHCS (e.g., Project or Program Manager, Project or Program Director, Contract Manager, etc.). i. Briefly describe each person's expertise, capabilities, and credentials. ii. Emphasize any relevant past experience in working in secured facilities (e.g. hospitals, or correctional facilities), managing, directing, overseeing, coordinating, or managing other government projects similar to this project.	**15 (5 points per criteria)**	
27. Based on the proposal, to what extent does the proposer describe the administrative policies or procedures that are used to ensure that the proposing firm will recruit and select well-qualified, competent, and experienced registry provider groups, or subcontractors?	**5**	
28. Based on the proposal, to what extent does the proposer describe the processes or procedures that will be used to ensure that staffing vacancies at the institutions are filled expeditiously and that services are continued despite the presence of vacancies?	**5**	
29. Based on the proposal, to what extent does the proposer explain if subcontractors will be used to perform temporary/relief provider dental registry staffing services, including the following information?	**10 (5 points per criteria)**	

Indicate if the proposer has identified any subcontractor(s) to perform the work or if the proposer will recruit them later. a. For each identified subcontractor include: i. Full legal name. ii. Job description or duty statement that outlines the duties and functional responsibilities that will be assigned to the subcontractor. iii. Brief explanation as to reasons the subcontractor was chosen. Emphasize details such as applicable skills, knowledge, capabilities, past experience or accomplishments, availability, reasonableness of rates, expertise in a field or specialty, etc. b. For subcontractors that cannot be identified when the proposal is submitted to CDCR/CCHCS or are to be determined after the Agreement is executed, include: i. An identification of the functions, activities, and responsibilities that will be assigned to each subcontractor. ii. Description of the process that will be used to obtain CDCR/CCHCS' approval of each subcontractor selection, along with approval of their budgeted costs and assigned responsibilities.		
30. Based on the proposal, to what extent will the proposer ensure that all proposed personnel possess the necessary qualifications, relevant experience, and expertise required to effectively manage the DRN.	**5**	
Total Maximum Points Possible	**40**	
Project Personnel Score	**_____ Points earned**	

Electronic Timekeeping

Electronic Timekeeping Rating Factors	**Maximum Points Possible**	**Points Earned**
31. Based on the proposal, to what extent does the proposer describe how it will implement a web-based electronic timekeeping system that includes the following: a. System is compatible with CDCR/CCHCS IT infrastructure and operates securely over CDCR/CCHCS WIFI networks as well as support data export. b. System shall comply with CDCR/CCHCS and State of California IT security and data privacy requirements. c. System is configurable and customizable to meet evolving CDCR/CCHCS operational, regulatory, and programmatic needs and shall not unreasonably withhold or delay requested system enhancements. d. System shall include full audit trail functionality (user ID, timestamps, edits, approvals, etc.)	**60 (5 points per criteria)**	

e. System shall support role-based access, including but not limited to, providers, institutional staff, and CDCR/CCHCS Oversight staff, and access levels must be configurable, as requested by the DCCS Chief or their designee. f. System functions during established CDCR/CCHCS business hours to avoid disruptions in timekeeping. Should errors or disruptions in service occur with the web-based system, proposer shall ensure issues are resolved within 24-48 hours. g. System supports all registry timekeeping and billing operations for all CDCR/CCHCS institutions. h. Communication regarding scheduled system maintenance, upgrades or enhancements are shared with CDCR/CCHCS institutions and CDCR/CCHCS Headquarters staff prior to implementation and upon completion of implementation. All scheduled system maintenance, upgrades or enhancements will be conducted after CDCR/CCHCS business hours. i. Training on usage of the system shall be provided to all CDCR/CCHCS institutional and Headquarters staff, as requested by the DCCS Chief or their designee. The proposer will be responsible for all training-related resources, including but not limited to, instructional materials, training personnel, etc. j. Continuous training on usage of the system shall be provided to CDCR/CCHCS institutional and Headquarters staff, as requested by the DCCS Chief or their designee. The proposer will be responsible for all training-related resources, including but not limited to, instructional materials, training personnel, etc. k. Provide an alternative/temporary timekeeping system to all CDCR/CCHCS institutions and Headquarters staff should errors with the web-based timekeeping system occur. l. Completed invoices and timesheets are submitted electronically to CDCR/CCHCS Healthcare Invoicing Section (HIS), Manual Claims Team (MCT) for timely processing.		
32. Based on the proposal, does the proposer provide a timeline for implementation of the web-based electronic timekeeping system, including a phased approach to implementation at all CDCR/CCHCS institutions, testing, troubleshooting errors, etc.	**5**	
33. Based on the proposal, does the proposer list all projected staffing needs, including any anticipated assistance needed from CDCR/CCHCS institutional staff, Headquarters staff and IT staff.	**5**	
34. Based on the proposal, does the proposer list all software, equipment and resources needed to implement the web-based electronic timekeeping system.	**5**	
35. Based on the proposal, does the proposer provide a detailed breakdown of the cost associated with implementation of the web-based electronic timekeeping system.	**5**	
Total Maximum Points Possible	**80**	

Electronic Timekeeping Score	**_____ Points earned**

Stage 3 – Evaluation/Scoring of Cost

The evaluation and scoring of cost conducted by DCCS will consist of the following two components, respectively described in Subsections A and B:

A. **Network Implementation Cost:** The network implementation cost points will be scored on a scale of 0 to 60. The proposal offering the lowest network implementation cost earns the highest possible score of 60 points. Proposals offering identical network implementation cost will earn equal points. The remaining proposals earn cost points through the cost conversion formula shown below.

   Lowest network implementation cost proposal is awarded the maximum cost points (60 points). Other proposals are awarded network implementation cost points based on the following calculation:

(Lowest proposer's network implementation cost / other proposer's network implementation cost) = (factor)
Cost point for other proposer = (factor) x maximum cost points

EXAMPLE: A maximum of 60 points is available.

Lowest proposer's network implementation cost proposal = $60,000
Other proposer's network implementation cost proposal = $80,000

(Lowest network implementation cost proposal / other network implementation cost proposal) = $60,000 / $80,000 = .75
(Cost points awarded to other proposal) = .75 x 60 = 45

B. **Dental Registry Services Cost:** The proposal offering the lowest dental registry services cost earns the highest possible score of 140 points. The remaining proposals earn cost points through the cost conversion formula shown below.

   Lowest dental registry services cost proposal is awarded the maximum cost points (140points). Other proposals are awarded dental registry services cost points based on the following calculation:

(Lowest proposer's dental registry services cost / other proposer's dental registry services cost) = (factor)
Cost point for other proposer = (factor) x maximum cost points

EXAMPLE: A maximum of 140 points is available.

Lowest proposer's dental registry services cost proposal = $60,000
Other proposer's dental registry services cost proposal = $80,000

(Lowest dental registry services cost proposal / other dental registry services cost proposal) = $60,000 / $80,000 = .75
(Cost points awarded to other proposal) = .75 x 140 = 105

Note: all scoring will be rounded to the nearest whole number.

Stage 4 – Averaging the Narrative Scores

After all proposals have been scored, DCCS staff will, for each proposal, consider the total number of narrative points awarded by each member of the ESC and calculate the average of narrative points awarded to each proposal for a final averaged narrative score not exceeding the maximum of 450 points for the narrative section of a proposal.

Stage 5 – Adjustments to Score Calculations for Bidding Preferences

DCCS will adjust the total score for applicable claimed preference(s) for those proposers eligible for bidding preferences (e.g., small business or non-small business subcontractor preference (see Subsection 5.10 Bidding Preferences). DCCS will apply preference adjustments to eligible proposers according to State regulations and following verification of eligibility with the appropriate office of the DGS.

Stage 6 – Total Score Calculation

DCCS staff will use the formula shown below to calculate the total proposal scores:

Narrative Proposal Score Average
Network Implementation Cost Score
Dental Registry Services Cost Score
+ Adjustments, if any, for bidding preferences

= Total Score

Barring good cause and legal authority to do otherwise, DCCS staff will issue a Notice of Intent to Award to the proposer with the highest total score. See Section 10 – Award and Contract Execution Instructions.

10 AWARD AND CONTRACT EXECUTION INSTRUCTIONS

Notice of the proposed award shall be posted at the following link for five business days: https://cchcs.ca.gov/project_rfp/.

10.1 Final Submittals Prior to Contract Award

After successful completion of the Notice of Intent to Award period, the successful proposer may receive communication from the DCCS requesting information and/or documentation required to proceed with the contracting process. Should such communication be received, the successful proposer shall promptly comply with all requests for information and/or documentation for the successful creation, approval and execution of the resulting contract for services. Failure to timely respond to and/or comply may result in the successful proposer being deemed non-responsive to the terms of this RFP and the resulting contract. CDCR/CCHCS, as its sole discretion, may then proceed with issuing a Notice of Intent to Award to the successful proposer with the second highest total score.

10.2 Contract Award

Award of contract, if made, will be in accordance with Section 9 – Evaluation Process to the responsive and responsible proposer with the highest total score and whose proposal complies with the requirements of the RFP and any addenda thereto, except for such immaterial defects as may be waived by CDCR/CCHCS. Award, if made, will be made within 30 calendar days after the scheduled date for the contract award as set forth in Subsection 1.6 Key Action Dates, unless a protest is received. However, CDCR/CCHCS may award the contract later in which case proposal prices will be valid for a minimum of six months following the Notification of Intent to Award or longer, if agreed to by the successful proposer and CDCR/CCHCS. The State reserves the right to modify or cancel in whole or in part its RFP prior to contract award.

If an inconsistency or conflict arises between the terms and conditions appearing in the final Agreement and the proposed terms and conditions appearing in this RFP, any inconsistency or conflict will be resolved by giving precedence to the final Agreement.

10.2.1 Settlement of Ties

In the event of a precise tie, the winner shall be determined by a coin toss. Affected organizations will be contacted to participate in the coin toss.

10.3 Complete Integration

All exhibits and attachments to the awarded Agreement are hereby incorporated into and made part of the awarded Agreement as if fully set forth in the body of the awarded Agreement. The awarded Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, representations, and understandings of the proposer and CDCR/CCHCS.

10.4 Severability

If any provision of the Agreement is declared unlawful, void, or unenforceable, that provision shall be severed and will not affect the validity and enforceability of the remaining provisions. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.

10.5 Protests of Award

10.5.1 Who Can Protest

Any proposer who submits a proposal may submit a protest if the proposer believes their proposal is responsive to all RFP requirements.

10.5.2 Grounds for Protests

Protests are limited to the grounds described in Public Contract Code Section 10345. CDCR/CCHCS will not make an award until all protests are withdrawn by the protestant, denied, or resolved to the satisfaction of the DGS.

10.5.3 Protest Timelines and Submission

If an eligible proposer wishes to protest the intended contract award, the proposer must file a Notice of Intent to Protest with both the Proposal Representative and the Proposal Protest Coordinator for DGS within five business days after CDCR/CCHCS posts the Notification of Intent to Award. There is no jurisdiction for DGS to consider a protest if any Notice of Intent to Protest is filed more than five business days after CDCR/CCHCS posts the Notification of Intent to Award. After filing a Notice of Intent to Protest, the protestant has five calendar days to file a detailed written protest statement identifying the specific grounds for the protest with both the Proposal Representative and the Proposal Protest Coordinator for DGS. The statement must contain, in detail, the reasons, laws, rules, regulations or practice that the protestant believes CDCR/CCHCS has improperly applied in awarding the contract. Failure to submit a timely written Notice of Intent to Protest waives the proposer's right to protest.

Proposal Protest Coordinator Email address: OLSProtests@dgs.ca.gov

10.6 Forms

The following forms are attached to the RFP for the proposer's review and completion:

- Customer Reference Questionnaire CCHCS-MC-415
- Conflict of Interest Compliance Certification CCHCS-MC-412
- Confidentiality Agreement Form CCHCS-MC-420

10.7 Insurance Requirements

Refer to Exhibit D, Special Terms and Conditions & Additional Provisions for the following insurance requirements:

- Professional Liability Insurance
- Workers' Compensation Insurance
- Commercial General Liability Insurance

10.8 Taxpayer Federal Employer Identification Number

Unless the successful proposer has already submitted a fully executed Taxpayer Federal Employer Identification Number and Payee Data Record (STD 204) to CDCR/CCHCS, the successful proposer must execute and submit this form prior to the Agreement execution date.

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
SD25-00032	

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

CONTRACTING AGENCY NAME

California Department of Corrections and Rehabilitation (CDCR)

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is:

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.

Exhibits	Title	Pages
Exhibit A	Scope of Work	19
Exhibit A-1	Service Specifications	11
Exhibit B	Budget Detail and Payment Provisions	11
Exhibit B-1	Rate Sheet	4
Exhibit B-2	Institution Rate Sheet	9
Exhibit C *	General Terms and Conditions (GTC 02/2025)	Online
Exhibit D	Special Terms and Conditions & Additional Provisions	39
Exhibit E	Definitions	6
Exhibit F	HIPAA Business Associate Agreement (HIPAA-1/5/2026)	8
Exhibit G	Information Security Agreement	5
Exhibit H	List of Participating CDCR Institutions	2
Exhibit I	California State Institutions Map (CSIM-6/19/2026)	1
	This Agreement is not exclusive and CDCR reserves the right to contract with other providers for the same service.	

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 https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
SD25-00032	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
California Department of Corrections and Rehabilitation (CDCR)			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
PO Box 588500	Elk Grove	CA	95758
PRINTED NAME OF PERSON SIGNING	TITLE		
Shannon Walker	Assistant Deputy Director, Business Services		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

DENTAL REGISTRY NETWORK

1. Introduction

This is a statewide Agreement in which Contractor shall develop, implement, manage, and maintain a statewide Dental Registry Network (DRN) of temporary/relief dental registry staffing services to be utilized on an as-needed basis, to fill temporary vacancies, to substitute for full-time CDCR/CCHCS employees while on extended leave, to provide temporary/relief dental registry staffing services when appropriate staffing levels cannot be maintained with civil service staff, and/or to provide services when the requested services are not available within State civil service.

The Contractor will be responsible for contracting with registry provider groups to provide access through a statewide network of community-based registry providers, for all CDCR/CCHCS institutions and headquarters locations listed in Exhibit H – List of Participating CDCR Institutions and Exhibit I – California State Institutions Map. The registry services are listed in Exhibit A-1 – Service Specifications for the delivery of dental services. These exhibits are not all-inclusive, and CDCR/CCHCS reserves the right to request additional temporary/relief provider services to be included in the network. For purposes of this Agreement, the term "temporary/relief provider" means all of Contractor's personnel, employees, independent contractors, and sub-contractors providing on-site dental staffing at institutions. For purposes of this Agreement, Contractor means the successful vendor who shall be considered a temporary/relief provider's employer.

Contractor is willing, upon request by CDCR/CCHCS, to add such other State departments to this Agreement, as to enable them to also access Contractor's provider network for needed patient related services. If CDCR/CCHCS elects to exercise this right, the Agreement shall be amended to reflect the State department(s) added to the network, the service location(s), and the approach for invoicing and paying for services provided on behalf of patients of other State department(s). Contractor represents its willingness to amend the Agreement to allow access to its provider network to other State department(s) and its ability to adapt its network to accommodate the business needs of other State department(s).

This Agreement is not all-inclusive and CDCR/CCHCS reserves the right to contract with additional contractors as needed to ensure access and continuity of care for patients.

2. General Scope of Services

The design of the DRN will be a cooperative and on-going effort by both CDCR/CCHCS and Contractor to fill temporary vacancies, to substitute for full-time CDCR/CCHCS employees while on extended leave, to provide temporary/relief services when appropriate staffing levels cannot be maintained with civil service staff, during an emergency, and/or to provide services when the requested services are not available within State civil service. Contractor shall establish an all-inclusive temporary/relief provider rate that includes rate of compensation based on tiered hourly staff rates for each classification, and an hourly overhead rate that is comparable to the commercial marketplace. CDCR/CCHCS and Contractor will mutually agree upon and document a process for CDCR/CCHCS involvement. Contractor shall disclose to CDCR/CCHCS the rates negotiated for services provided under this Agreement which will demonstrate that the guarantees set forth in Exhibit B-1 – Rate Sheet have been met. Such rate information is considered confidential by CDCR/CCHCS to the extent permitted by law. The Contractor shall provide CDCR/CCHCS with all requested information, including any materials deemed confidential or proprietary. CDCR/CCHCS will uphold the confidentiality of such information and will not disclose it outside of CDCR/CCHCS, except as permitted by applicable law.

Registry Network Requirements

Within the first four months or as agreed upon by CDCR/CCHCS (network implementation period) and thereafter of this Agreement, Contractor shall meet the following requirements as identified below, which will include, but are not limited to:

a. Contractor shall develop, implement, monitor, provide training and manage a network of registry provider groups of licensed and certified temporary/relief providers to work at institutions on an as-needed temporary/relief basis.

b. Contractor shall provide a detailed written work plan to CDCR/CCHCS for review and approval no later than 30 calendar days after contract approval. The work plan must include an in-depth discussion and description of the methods, approaches, timeframes, and step-by-step actions that will be carried out to fulfill all scope of work requirements.

c. Contractor shall provide temporary/relief providers that meet the requirements of Exhibit A – Scope of Work, Exhibit A-1 – Service Specifications, and CDCR/CCHCS Credentialing and Privileging Support Unit (CPSU) requirements, policies and procedures. Specified services provided at the institutions cannot start until assigned temporary/relief providers meet the requirements of the credentialing and privileging approval process completed by the CDCR/CCHCS CPSU, unless mutually agreed upon by all parties during an emergency.

d. Contractor shall have available all needed dental temporary/relief providers to service all geographic locations statewide.

e. Contractor shall have a web-based system with the capabilities to allow for: designated CDCR/CCHCS staff to communicate issues, make requests, review scheduling; electronic timekeeping; electronic billing, including the capability to interface with CDCR/CCHCS Information Technology (IT) systems; as needed, statistical analysis, accessibility, compliance measurements; provider certifications/licenses storage; performance guarantees tracking; and reporting.

f. Contractor shall provide the institutions a contact at a toll-free telephone number for emergent issues and the coordination of services. This contact shall be a live person and not an automated voice mail system, available 24 hours per day, seven days per week.

g. Contractor shall provide a designated contact at a toll-free telephone number and email address to be used for non-emergent issues, which shall be a live person Monday through Friday (excluding holidays), 7:00 a.m. to 6:00 p.m. (PST). The Contractor shall also provide an after-hours telephone number and email to be utilized for non-emergent communications, which the contractor shall provide an acknowledgment of receipt the next business day between 7:00 a.m. to 9:00 a.m. (PST).

h. Contractor shall utilize reimbursement rates proposed in Exhibit B-1 – Rate Sheet for health care services provided to patients by registry provider groups. The Contractor will enter into contracts with sufficient provider types, number of temporary/relief providers, and geographic locations of participating registry provider groups to ensure that all covered services will be available and accessible to patients in accordance with CDCR/CCHCS requirements.

i. Contractor shall ensure, as required by applicable statutes and regulations, that all registry provider groups and temporary/relief providers possess, at all times, the required current licenses, permits, registrations, and certifications to provide services in the state(s) in which they practice, as related to their scope of health care practice.

j. All providers shall have a cleared Criminal Offender Record Information (CORI) check prior to providing services. Contractor shall ensure that all temporary/relief providers complete processing of fingerprints via Live Scan by CDCR/CCHCS. If temporary/relief providers do not reside in California, a manual fingerprint card is required. Fingerprints will be checked by the Department of Justice, and Federal Bureau of Investigation. Direct patient care services shall not be performed until Live Scan processes are completed, unless mutually agreed upon by all parties, including but not limited to the Contractor, Dental Program, Institution and DCCS Chief during an emergency.

k. To ensure that the DRN functions effectively, Contractor shall be required to develop and implement an operating plan in cooperation with Direct Care Contracts Section (DCCS). Elements of the plan shall include, but are not limited to:

(1) The Contractor is responsible for promptly informing the DCCS Chief or designee of any pending actions or actions taken in response to quality improvement concerns. This includes any steps initiated to address issues related to quality improvement or any requests to counsel providers, as appropriate. Notification must cover all matters pertaining to quality improvement initiatives or peer review activities.

(2) Contractor is responsible for establishing a designated Provider Relations Group or Representative(s) to work with the DCCS staff on development, implementation, complaint resolution, network issues, and daily operations coordination.

l. Contractor shall be responsible for monitoring and reporting to DCCS at least weekly, or as often as requested by DCCS, on the status of the registry network. Reporting shall include, but is not limited to, the number of temporary/relief providers by registry provider group, by location, the number of additions and deletions to the network, coverage issues, cost issues, as well as activities taken by Contractor to maintain, improve, and increase the network.

m. Contractor shall provide on-demand reports regarding various factors associated with the use of a comprehensive registry network. Factors shall include, but are not limited to, personnel usage status, time keeping, labor costs, and historical/trending reports. To ensure that Contractor's registry network effectively meets requirements, Contractor shall submit a plan to DCCS that sets forth the manner in which it will establish a network, which includes the number of temporary/relief providers, types of services, and how they will be made available and accessible. This shall include arrangements for the availability of a full range of temporary/relief providers and the approach with which Contractor will monitor the efficacy of the DRN on an on-going basis.

(1) CDCR/CCHCS reserves the right to request Contractor submit reports or information related to this Agreement as needed. Report submission details shall be determined by CDCR/CCHCS. Non-compliance may result in termination of the Agreement.

(2) Contractor Verification of Rates and Disbursements to Providers

To ensure that Contractor meets commercially useful function requirements in contracts with the State, Contractor is required to certify all disbursements to providers paid out of the rates in the contract. The certification shall be in the form of audit reports, which Contractor shall submit biannually, certifying and verifying the provider/overhead rate, and payment/disbursement amounts for temporary/relief providers. The audit report structure shall include a narrative outlining the review process for data collection, an executive summary of key findings, observations and recommendations as well as signed affidavit(s). Contractor is required to submit audit report every six months for all

temporary/relief providers to verify receiving hourly rate disbursements, including the location, dates and amounts of each disbursement by temporary/relief provider. In addition, Contractor shall provide interim reporting every 90 days for any new temporary/relief provider not covered in the submitted biannual audit report.

The audit reports must be submitted via email with the original signed affidavit(s). If the audit report cannot be submitted by the expected due date, a written request for an extension must be submitted to CDCR/CCCHS 30 calendar days before the due date. Failure to submit the audit report may result in the termination of this Agreement.

(3) Contractor agrees to submit monthly service reports to CDCR/CCHCS in an effort to monitor temporary/relief providers ending assignments prior to providing direct patient care services. This report shall be provided to DCCS no later than the 20th day of the following month that list any registry personnel that ended their assignment early and worked less than a total of 120 hours.

(4) Contractor agrees to submit requests for placement fees according to the requirements listed in Exhibit B – Budget Detail and Payment Provisions, Article II (4). The timeframe for submission of placement fees must be submitted on a quarterly basis, but may change based on operational needs and as agreed upon by CDCR/CCHCS and the Contractor.

(5) Additional Reports

Contractor agrees to provide additional reports or information as needed. The reports requested may include the need for additional information pertaining to Contractor's registry provider groups, including but not limited to: name, social security number, date of birth, rate of pay, etc. The reports shall be submitted by a mutually agreeable timeframe (no later than 45 calendar days of request).

Reports shall be submitted in electronic format (Microsoft Excel 2000 or newer version) and sent via email to:

m_ContractSupport@cdcr.ca.gov

In the event that email is not available, the reports can be sent via United States Postal Service mail to the following address:

California Correctional Health Care Services
Attn: Direct Care Contracts Section, Registry Network Team
PO Box 588500
Elk Grove, CA 95758

3. System Requirement Order Portal

Contractor shall provide and maintain a web-based electronic workforce management and scheduling system (approved by CDCR/CCHCS) that supports all registry operations.

The system shall serve as the official platform for, including but not limited to:

- Ordering registry services;
- Scheduling and assignment confirmation;

- Shift tracking;
- Communication between Contractor, CDCR/CCHCS, and Institutions; and
- Reporting, compliance monitoring, and performance tracking.

  At a minimum, reports shall allow filtering by the fields listed below. CDCR/CCHCS may request additional filterable fields at any time: Order request date

  - Order request date
  - Order fill date
  - Order status
  - Classification
  - Critical shortage flag (Yes/No)
  - Fill type (Full/Part time)
  - Institution
  - Percentage fill rate
  - Date range

a. Scheduling System Customization and Improvements

Contractor shall ensure the system is configurable and customizable to meet evolving CDCR/CCHCS operational, regulatory, and programmatic needs and shall not unreasonably withhold or delay requested system enhancements.

At the direction of CDCR/CCHCS, the Contractor shall:

(1) Modify workflows, data fields, and system functionality;
(2) Implement enhancements to support new initiatives (e.g., compliance tracking, credentialing, reasonable accommodations, FIT testing tracking, etc.); and
(3) Provide system updates within mutually agreed timelines, not to exceed 30–90 days, depending on complexity.

b. Data Integrity, Audit, and Compliance Control Requirements

The system shall include full audit trail functionality (user ID, timestamps, edits, approvals, etc.) to ensure the following:

(1) Prevention of duplicate entries, unauthorized edits, and post-approval modifications;
(2) Prevention of overbilling or overlapping shifts;
(3) Alignment with scheduled hours; and
(4) Real time alerts for discrepancies.

c. Integration and IT Requirements

The system must be compatible with CDCR/CCHCS IT infrastructure and operate securely over CDCR/CCHCS WIFI networks as well as support data export (Excel, CSV, API if required). The System must be capable of integration with State and Vendor Management systems, and all components must comply with State IT security and data privacy requirements.

d. Roles, Permissions, and Accessibility Requirements

The system shall support role-based access, including but not limited to, Providers, Institutional Staff, and CDCR/CCHCS Oversight staff, and access levels must be configurable, as requested by the DCCS Chief or their designee.

e. Performance and Expectation Requirements

Contractor shall ensure the following:

(1) System uptime ≥ 99% (excluding scheduled maintenance);
(2) Issue response time within 1 business day;
(3) Critical issue resolution within 24–72 hours;
(4) Provide monthly system performance reports; and
(5) Upon Contract expiration or termination:
   i. Provide full data export and system transition support;
   ii. Ensure continuity of operations with successor contractor; and
   iii. Maintain system access during transition period, as directed by CDCR/CCHCS.

4. <u>Timekeeping</u>

a. Non Web-based Timekeeping

1) Contractor must continue to utilize the existing timekeeping process established at all institutions for submission of timesheets for temporary/relief providers, tracking/monitoring of hours worked, and billing temporary/relief providers' hours worked on invoices for payment.

2) Contractor shall ensure all temporary/relief providers complete the weekly timesheet(s) and any other reports or obligations required herein. Temporary/relief providers must provide their signature on the weekly timesheet(s) and can provide wet signatures or electronically sign the timesheets.

3) Temporary/relief provider's timesheets require CDCR/CCHCS leadership approval. Timesheets requiring CDCR/CCHCS authorization (e.g., overtime, call back, or on-call time), shall have approval signatures on the timesheet/batch cover sheet, authorized by the institutions Chief Executive Officer (CEO)/Chief Medical Executive (CME)/Chief Nurse Executive (CNE)/Chief Support Executive (CSE) or designee, and shall be submitted with the monthly invoice. CEO/CME/CNE/CSE or designee may also provide wet signatures or electronically sign the timesheets and batch cover sheet.

4) Only CDCR/CCHCS employees are authorized to approve registry timesheets. CDCR/CCHCS institution/location is responsible for ensuring the timesheets include CDCR/CCHCS authorization for overtime, call back, or on-call time prior to submission to the Contractor. Additionally, CDCR/CCHCS signer's full name (first and last) and title/classification must be printed legibly next to the signature in the appropriate area of the timesheet and batch cover sheet.

5) Contractor will submit incomplete timesheets with missing or illegible information back to the CDCR/CCHCS institution/location for correction. Any required reports shall be submitted in accordance with instructions outlined in this Agreement and specifically Exhibit B – Budget Detail and Payment Provisions.

b. Web-Based Timekeeping

Upon implementation of an approved web-based system, the Contractor shall provide and maintain a web-based electronic timekeeping system (approved by CDCR/CCHCS) that supports all CDCR/CCHCS institutions.

1) The system shall serve as the official platform for electronic timekeeping, and shall conform to the following, including but not limited to:

i. Remain compatible with CDCR/CCHCS IT infrastructure and operate securely over CDCR/CCHCS WIFI networks as well as support data export.
ii. Remain compliant with all CDCR/CCHCS and State of California IT security and data privacy requirements, including any changes to these requirements.
iii. Remain configurable and customizable to meet evolving CDCR/CCHCS operational, regulatory, and programmatic needs and shall not unreasonably withhold or delay requested system enhancements.
iv. Include full audit trail functionality (user ID, timestamps, edits, approvals, etc.)
v. Support role-based access, including but not limited to, providers, institutional staff, and CDCR/CCHCS Oversight staff, and access levels shall remain configurable, as requested by the DCCS Chief or their designee.
vi. Function during established CDCR/CCHCS business hours to avoid disruptions in timekeeping. Should errors or disruptions in service occur with the web-based system, Contractor shall ensure issues are resolved within 24-48 hours.
vii. Support all registry timekeeping and billing operations for all CDCR/CCHCS institutions.
viii. Communication regarding scheduled system maintenance, upgrades or enhancements shall be shared with CDCR/CCHCS institutions and CDCR/CCHCS Headquarters staff prior to implementation and upon completion of implementation. All scheduled system maintenance, upgrades or enhancements will be conducted after CDCR/CCHCS business hours.

2) The Contractor shall provide the following, including, but not limited to :

i. All software, equipment and resources needed to maintain the web-based electronic timekeeping system, including any required upgrades, enhancements or changes to the system to comply with CDCR/CCHCS's evolving needs.

ii. Training on usage of the system to all CDCR/CCHCS institutional and Headquarters staff, as requested by the DCCS Chief or their designee. The Contractor will be responsible for all training-related resources, including but not limited to, instructional materials, training personnel, etc.

iii. Continuous training on usage of the system to all CDCR/CCHCS institutional and Headquarters staff, as requested by the DCCS Chief or their designee. The Contractor will be responsible for all training-related resources, including but not limited to, instructional materials, training personnel, etc.

iv. An alternative/temporary timekeeping system to all CDCR/CCHCS institutions and Headquarters staff if errors with the web-based timekeeping system occur.

v. Submit completed invoices and timesheets electronically to CDCR/CCHCS Healthcare Invoicing Section (HIS), Manual Claims Team (MCT) for timely processing.

5. Request for Services

a. Temporary/relief providers shall meet all requirements and have the required specialization in dental services. Contractor must maintain and provide CDCR/CCHCS with proof of any required training, licenses, permits, registrations, certifications, and any other required documents noted herein, via electronic web-based system for all of the temporary/relief providers providing services under this Agreement. Only temporary/relief providers meeting the requirements outlined in this Agreement shall be submitted to perform services.

b. All temporary/relief providers shall perform the tasks associated with providing dental services under the scope of their licenses. Contractor agrees that all temporary/relief providers will be required to render dental services as defined herein on an as-needed basis. Temporary/relief providers will perform services in accordance with the Health Insurance Portability and Accountability Act (HIPAA), federal and state laws, rules, regulations and CDCR/CCHCS policies and procedures. Temporary/relief providers shall at all times comply with universal safety precautions and maintain CDCR security measures and a safe work environment.

c. Contractor and CDCR/CCHCS shall ensure that the minimum standards set forth in Exhibit A – Scope of Work and Exhibit A-1 – Service Specifications for the delivery of dental services are met. Contractor shall have sufficient temporary/relief providers to deliver comprehensive registry services to support operations and maintain appropriate and timely staffing levels at all institutions.

d. Contractor acknowledges that CDCR/CCHCS is not obligated to provide or pay for patient dental services or treatment beyond those which are essential or medically necessary. For dental services or treatments that are excluded under California Code of Regulations, Title 15, Section 3999.200, prior authorization must be obtained in writing from the CDCR/CCHCS Supervising Dentist or designee, or from the Dental Authorization Review Committee, in accordance with the CDCR/CCHCS Health Care Department Operations Manual, and must be documented in the patient's health record.

e. Emergency events may arise which require both CDCR/CCHCS and Contractor to agree in writing, on a case-by-case basis, to the provision of emergency temporary/relief dental registry staffing services at a location outside of those listed in Exhibit H – List of Participating CDCR Institutions, if deemed necessary. Services may include, but not limited to, patients, staff, or public health services.

f. Expansion or changes in institution and/or programs may require services be provided at a location or for a program in addition to those listed in Exhibit H – List of Participating CDCR Institutions.

6. Contractor's Responsibilities

a. Contractor shall provide all labor, materials, personnel, transportation, licenses, permits and every other item of expense necessary to provide dental staffing services as requested under this Agreement.

b. Contractor agrees to provide on-site dental services as arranged with DCCS staff on an as-needed basis, in accordance with all institutions policies and procedures.

c. If a temporary/relief provider is dismissed or otherwise leaves the network, Contractor shall ensure that continuity of care is maintained by providing a replacement temporary/relief

provider if the institution identifies that a replacement temporary/relief provider is needed. If temporary/relief provider is dismissed due to egregious event or unresolved performance issue, Contractor shall provide registry replacement as if a new order were opened if the institution identifies that a replacement temporary/relief provider is needed. Contractor shall provide replacement temporary/relief providers within the timeframes specified under Section 9. Scheduling of this Exhibit. If registry replacement creates a gap in service, Contractor shall immediately notify DCCS within 48 hours of specified timeframe by email.

d. Contractor recognizes that CDCR/CCHCS acts in a fiduciary capacity to the State and that this fiduciary duty extends to the provision and management of health care services for the incarcerated patients of the State. To assist CDCR/CCHCS in its exercise of this duty, Contractor shall provide services consistent with the terms and conditions under this Agreement and consistent with established and commonly accepted standards and principles of dental practice. Nothing in this Agreement shall supersede the common law rules for the interpretation of established and commonly accepted standards and principles of dental practice.

e. Subject to all applicable laws, Contractor shall monitor whether the provision and utilization of registry services meet professionally recognized standards or practice.

f. Contractor shall submit qualifications of proposed temporary/relief provider to the institutions for approval. Failure to do so may result in the enforcement of performance guarantees, as specified in Exhibit B – Budget Detail & Payment Provisions and/or liquidated damages, as specified in Exhibit D – Special Terms and Conditions & Additional Provisions, and/or may be cause for termination of this Agreement.

g. Contractor shall provide immediate notification if temporary/relief provider working under this Agreement is requesting routine time off and/or notice of resignation to ensure a timely transition and submittal of new temporary/relief provider, if needed, as a replacement to continue providing on-site services.

   If any temporary/relief providers are unable to perform due to illness, immediate resignation, or factors beyond Contractor's control, Contractor shall provide written notification to CDCR/CCHCS at least 24 hours in advance of the on-site reporting date and time scheduled if unable to provide services for reasons other than immediate illness or injury. DCCS shall provide Contractor a list of institution contacts for this purpose.

   When Contractor is made aware of an absence with less than 24-hours advance notice, Contractor shall notify CDCR/CCHCS immediately.

   While Contractor will maintain oversight of temporary/relief providers, CDCR/CCHCS reserves the right, on a case-by-case basis, to review, approve, modify, or deny any requests submitted by temporary/relief providers, including but not limited to, requests for time off, schedule changes, assignment adjustments, or any other modification that may affect institutional operations, staffing needs, or continuity of patient care. All such requests shall be evaluated in accordance with CDCR/CCHCS operational requirements, security considerations, and clinical service needs, and approval shall not be guaranteed.

h. Contractor and/or its subcontractor(s) agree that they cannot meet the requirements of this Agreement by utilizing "existing personnel". For the purposes of this Agreement and throughout, **"**existing personnel**"** shall mean persons currently performing services for the State, whether as State employees, under a registry contract, direct contract, or through the retired annuitant system at any point during the term of this Agreement. CDCR/CCHCS

reserves the right, in its sole and absolute discretion, to waive this requirement in whole or in part, if requested by Contractor in writing.

i. Contractor and/or subcontractor(s) shall not place restrictions or penalties in their employment agreements and/or independent contractor agreements with any temporary/relief providers that limit their ability and/or penalizes them from seeking civil service employment with any State agency.

j. Contractor agrees that, unless otherwise noted herein, all expenses associated with travel to and from the institutions, lodging, and all training expenses for temporary/relief providers shall be borne by Contractor and will not be reimbursed by CDCR/CCHCS. All services performed outside the scope of this Agreement will be at the sole risk and expense of Contractor. Exceptions to reimbursement is only allowed as follows:

(1) If training and orientation are unavailable from the assigned institution, but can be provided at another location, travel reimbursement may be authorized and shall be approved by DCCS Chief in advance.

(2) During an emergency, travel reimbursement may be authorized and shall be approved by DCCS Chief in advance.

All reimbursement for travel expenses meeting the criteria above (including but not limited to mileage, travel, lodging, and meals) shall be in accordance with the travel rules and regulations as specified in the California Code of Regulations Title 2, Sections 599.619-599.631.

k. Contractor shall prescreen all temporary/relief providers submitted under this Agreement to ensure they meet the requirements in Exhibit A-1 – Service Specifications prior to submittal to the institutions for review and acceptance.

l. Contractor shall be responsible for ensuring all temporary/relief providers submitted under this Agreement have signed a form agreeing to work the shifts (days, hours, and length of time) requested by the institutions prior to submittal. Normal CDCR/CCHCS clinical hours are Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m. (PST) and may vary by location.

m. Services may be requested 24 hours a day, seven days a week, including weekends and holidays, on an as-needed basis, in accordance with CDCR/CCHCS policies and procedures, which may or may not conform to CDCR shift divisions. Contractor shall have a toll-free telephone number and a contact person available by telephone 24 hours a day, including weekends and holidays, for the duration of the Agreement. Telephone answering devices (i.e., message machines) and answering services are not acceptable and their use may be cause for termination of this Agreement.

n. Contractor shall monitor and ensure, as defined by applicable statutes and regulations that all registry provider groups' temporary/relief provider possess, at all times, the required current licenses, registrations, permits, and certifications to practice in the state(s) in which they provide services, as related to their scope of health care practice.

o. Contractor shall work with CDCR/CCHCS in emergency or urgent situations to provide temporary/relief providers, which may modify standard requirements as needed to fulfill the needs.

p. Contractor shall facilitate a smooth transition at the beginning and end of the Agreement period, at each institution, without service interruption to ensure an effective and timely transitional process.

q. Contractor shall continually train temporary/relief providers consistent with expectations as provided in the RFP and Exhibit A – Scope of Work.

r. Contractor shall ensure all temporary/relief providers use a personnel identification card that meets the criteria noted in CDCR's most updated version of the Department Operations Manual (DOM) Section 31070 – Personnel Identification Cards.

s. Contractor shall ensure all temporary/relief providers have completed the gate clearance requirements under Section 36 – Gate Clearance in Exhibit D – Special Terms and Conditions & Additional Provisions prior to starting at the institutions. Institutions contract liaison or designee will assist in the coordination of the gate clearance process/renewal. Contractor and temporary/relief providers shall adhere to Section 26 – Conflict of Interest in Exhibit D – Special Terms and Conditions & Additional Provisions and ensure all requirements have been met.

t. Contractor shall ensure all temporary/relief providers submitted under this Agreement understand and acknowledge they will be working in an institution correctional setting with patients at varying levels of care and security measures, prior to submittal to the institutions for review and acceptance. This setting will place them in a controlled custody environment and include interaction with patients referred for dental treatment or consultation.

u. Contractor and/or Contractor's staff, employees, independent contractors, and subcontractors shall adhere to all provisions of this Agreement, including any temporary/relief providers submitted to institutions.

7. Use of California Public Employees' Retirement System (CalPERS) Members

Notwithstanding the provisions outlined in Exhibit D – Special Terms and Conditions & Additional Provisions, and the requirements and restrictions stated in Section 13 – Placement Fees, the use of individuals identified as current members of CalPERS as temporary/relief providers shall be subject to the conditions listed below.

a. Prior to submitting any temporary/relief candidate for CDCR/CCHCS's consideration, Contractor shall have an affidavit signed by each temporary/relief candidate, which will indicate whether: they have ever worked for a CalPERS employer, are a current CalPERS member, are, or have been, on a State of California employment or eligibility list, or if they are a retired CalPERS member. Contractor shall notify DCCS of any candidate that indicates one of the above criteria on the affidavit. DCCS shall provide this information to CDCR/CCHCS Human Resources (HR), who will perform an analysis and make the following determinations:

   (1) CDCR/CCHCS HR will confirm whether the candidate is a current CalPERS member, and is a former civil service employee not currently collecting a monthly CalPERS retirement allowance. The candidate will be allowed to join the DRN if all other requirements are met.

   (2) CDCR/CCHCS HR will determine the allowable rate of pay based on a salary determination. If the current contract rate identified is higher than the candidate's civil service eligible rate, CDCR/CCHCS can accept the candidate but shall only pay the eligible rate determined by HR if the candidate is willing to accept that rate.

b. Temporary/relief providers who are not already CalPERS members are allowed to join the DRN and work up to 960 hours per fiscal year before they are subject to CalPERS membership. If the temporary/relief provider works 960 hours and obtains eligibility for CalPERS membership, they will be required to begin making monthly contributions to CalPERS and the Contractor or registry provider group is responsible for the employer share of CalPERS contributions. Contractor must track and provide a monthly report of temporary/relief providers' hours worked. The temporary/relief provider will remain a CalPERS member indefinitely unless they withdraw their contributions.

c. Retired civil service employees who are currently receiving a monthly CalPERS retirement allowance shall not be authorized for use as a temporary/relief provider at any CDCR/CCHCS institution. Unless the temporary/relief provider has withdrawn their retirement funds on deposit they are ineligible under this contract.

8. Annual Restriction of Hours Worked

a. Contractor shall ensure that each temporary/relief provider classification listed in Exhibit A-1 does not exceed 960 hours of services performed for the State of California during each fiscal year period (July 1 – June 30) of this Agreement. This limitation applies to all hours worked for any State agency, department, board, commission, or other State entity, regardless of whether the hours were performed through a different registry, vendor, or contractor.

Contractor shall track all hours worked by each temporary/relief provider across CDCR/CCHCS institutions and any other State entities. Contractor shall report these hours in the required monthly Service Reports in accordance with the reporting provisions of this Agreement. Failure to accurately track and report hours may result in corrective action, payment withholding, or other remedies available to CDCR/CCHCS.

This 960-hour limitation may be waived solely at the discretion of the Deputy Director of Dental or designee and the Deputy Director of Institution Operations or designee,- when necessary, to ensure appropriate access to dental care services. CDCR/CCHCS institutions are responsible for submitting a waiver request to the Direct Care Contracts Section to waive the 960-hour limitation for the temporary/relief registry provider.

Non-compliance with the 960-hour limitation may result in:
- Non-payment for any hours worked in excess of the 960-hour cap; and/or
- Termination of this Agreement at the sole discretion of CDCR/CCHCS.

Note: The annual 960-hour restriction does not apply to the Certified Dental Laboratory Technician classification.

b. Service Reports
Contractor shall track and provide monthly reports on temporary/relief providers. Contractor shall formulate weekly and monthly reports to CDCR/CCHCS of its recruiting activities, campaigns, and candidate rosters.

Contractor agrees to submit the 960-hour monthly reports for all temporary/relief registry classifications listed in Exhibit A-1 to the CDCR/CCHCS. Contractor will be responsible for tracking all staff hours worked for temporary/relief providers to ensure compliance with the 960 hours and will notify CDCR/CCHS within 48 hours when a provider has reached 960

hours per fiscal year. CDCR/CCHCS will also track provider hours to validate and verify the accuracy of Contractor's reports.

The service reports shall be compiled using data from the first day of the month through the last day of the month, and are due to the CDCR/CCHCS no later than the 20th of the following month, or the first working day following the 20th of each month, should the 20th day of the month fall on a weekend or holiday. Non-compliance may result in termination of the contract.

The reports shall be submitted in electronic format (Microsoft Excel 2000 or newer version) and sent via email to:

m_CCHCS_RNT@cdcr.ca.gov

In the event that email is not available, the reports can be sent via U.S. Mail to the following address:

California Correctional Health Care Services
Attn: Direct Care Contracts Section, Registry Network Team
P.O. Box 588500
Elk Grove, CA 95758

9. Scheduling

a. Contractor shall submit name(s) of qualified (those who meet all minimum requirements as set forth in this Agreement) temporary/relief provider(s) within 14 calendar days from the date of the request, or 45 calendar days from the date of the request for classifications that are difficult to fill and considered a critical shortage classification. If Contractor fail to provide such services within the timeframe, Contractor will notify DCCS in writing no later than four calendar days prior to the deadline to request DCCS approval for time extension. Failure to meet this requirement may result in the enforcement of performance guarantees as specified in Exhibit B – Budget Detail & Payment Provisions and/or liquidated damages as specified in Exhibit D – Special Terms and Conditions & Additional Provisions, Section 61 – Liquidated Damages.

b. At the time of scheduling, CDCR/CCHCS shall provide Contractor with an estimated period of time the institutions anticipate the need for contracted services. This will be a good faith estimate based on the circumstances known to CDCR/CCHCS at the time of the request. It is not a guarantee of business, and is subject to change depending on CDCR/CCHCS' ability to fill staff vacancies and/or the return to work of CDCR/CCHCS staff from long-term leave, and fluctuations in the patient population. However, CDCR/CCHCS shall attempt to provide five business days' notice prior to cancellation of temporary/relief provider assignment.

c. When requesting temporary/relief dental registry staffing services, an order form will be completed by the requestor and CDCR/CCHCS shall inform Contractor of:

(1) The estimated duration of services.

(2) The number of providers required.

(3) Classification.

(4) The length of each shift assignment (4, 8, 10, or 12 hours).

(5) Days, hours and time of shifts.

(6) Whether the orientation and training will be 1:1 or classroom and the next date(s) scheduled, including the times of onboarding if it differs from the regular schedule being requested.

(7) Any limitations of the request and/or desired qualification, if the duties are more specialized than the minimum requirements.

(8) Justification for request.

d. Requests for temporary/relief providers shall be for a minimum of four hours per day.

e. Temporary/relief providers shall report for shifts in accordance with the policies and procedures of the requesting institutions.

f. Temporary/relief provider's scheduled shifts (i.e. regular, overtime, on-call, and call-back) are subject to change based on CDCR/CCHCS civil service staff's ability to work those scheduled shifts. Any on-call or call-back assignments shall have prior approval from a Regional Dental Director or the Chief Dentist of Policy and Risk Management. CDCR/CCHCS will make efforts to notify the Contractor of any changes to the provider's scheduled shifts at least 24 hours prior to the start of the shift. However, there may be instances when the provider's scheduled shift may be changed with less than 24 hours notice.

g. If the duration of services must be extended, CDCR/CCHCS shall make every attempt to notify Contractor not less than 24 hours before the end of the current service period. The institutions shall document the request in writing.

10. Cancellation

CDCR/CCHCS may cancel Contractor's temporary/relief provider's scheduled on-site reporting date and time by giving Contractor notice by telephone or in writing electronically. During an identified emergency, criteria below may be flexible if mutually agreed upon by all parties.

a. CDCR/CCHCS shall not incur liability if notice of cancellation is provided to the Contractor, or directly to assigned temporary/relief provider, more than eight hours prior to the temporary/relief provider's scheduled on-site reporting date and time.

b. CDCR/CCHCS shall only reimburse Contractor four hours of the hourly rate if the notice of cancellation is provided to Contractor or directly to assigned temporary/relief provider less than eight hours prior to the temporary/relief provider's scheduled on-site reporting date and time.

c. If the temporary/relief provider working on-site is released for the day after completing four (4) hours of the assigned schedule, CDCR/CCHCS shall not be liable for the remaining scheduled shift.

d. If temporary/relief provider working on-site is released for the day after completing less than four hours of the scheduled shift, CDCR/CCHCS shall only reimburse Contractor up to the four hours for that day.

e. Temporary/relief providers working on-site at institutions may be subject to remain at institutions due to unforeseen emergency circumstances, including emergency security situations, such as lockdowns. CDCR/CCHCS shall be liable to reimburse for the additional hours over the scheduled shift assignment in these situations.

f. For any temporary/relief providers currently providing services who have been subpoenaed for court testimony will be paid the normal hourly rate during a court appearance with proof of attendance and/or service certificate.

11. Required Notices

Except as otherwise provided in this Agreement, any notice required hereunder shall be deemed sufficient if mailed to CDCR/CCHCS at the address below. If the mail is used to give any notice required in this Agreement, notice shall be deemed as given on the day after it is deposited in the United States mail with First Class postage.

Only actual written notice will suffice for the purpose of meeting any notice requirement in this Agreement.

Contractor's Address Refer to Contractor's address on STD213	California Department of Corrections and Rehabilitation/California Correctional Health Care Services Business Services, Direct Care Contracts Section For each institution, refer to Exhibit H – List of Participating CDCR Institutions.

In order to avoid unreasonable delay in the provision or services delivered pursuant to this Agreement, Contractor and CDCR/CCHCS shall each designate a specific representative(s) for the purpose of communication between the parties. Such representative(s) may be changed upon written notice to the other party.

12. Pay Rate Allowances

a. Overtime pay will only be approved for time worked in excess of regular shift, or for unanticipated events, such as institution emergency situations or lockdowns, etc. Overtime pay will be paid at one and one-half times the hourly rate identified in Exhibit B-2 – Institution Rate Sheet, with signature approval in the designated area on timesheet by the CDCR/CCHCS authorized designee over the Dental program area utilizing the services of the temporary/relief providers or designee.

b. On days in which overtime is provided, the Contractor is responsible for ensuring the provider has obtained a daily initial/signature in the designated area on the timesheet from the CDCR/CCHCS authorized designee over the Dental program area utilizing the services of the temporary/relief providers or designee authorizing the hours. Provider's failure to obtain initial/signature approval for these hours will make the Contractor the responsible party for the payment of any unauthorized pay.

c. Contractor shall guarantee compliance with California Labor Code, Sections 500 through 558.1 when providing temporary/relief provider to work the alternate and/or regular work schedule as follows:

(1) Regular Work Schedule – eight-hour shift (Monday through Sunday).

(2) Alternate Work Schedule – ten-or-12-hour shift. Contractor shall ensure that all registry personnel provided under the alternate work schedule understand that any time worked under these criteria will be paid at straight time.

d. Contractor shall ensure temporary/relief providers are taking the required rest periods, pursuant to California Labor Code, Division 2, Part 2, Chapter 1, and Sections 500 through 558. The authorized rest period time shall be based on the total number of hours worked. Rest periods shall not be less than 15 minutes and must be taken per four hours worked. Authorized rest periods shall be counted as hours worked for which there shall be no deduction from wages. Temporary/relief providers shall not work for a period of more than five hours without a meal period of no less than 30 minutes. This meal period is not compensated and must be reflected accurately on the timesheet. This provision does not apply to Dentists.

13. Holiday Pay Rate Allowances

CDCR/CCHCS shall pay holiday rates for official State of California holidays, on the actual date of holiday, at one and one-half times the hourly rate as identified in Exhibit B-1 –Rate Sheet when authorized by CDCR/CCHCS authorized designee over the Dental program area utilizing the services of the temporary/relief providers or designee, for those classifications allowed.

For classifications that work these shifts, holiday rates will be paid commencing with the 1st shift work hours before the holiday through the 3rd shift work hours on the actual holiday.

Example: The Christmas Holiday would be paid at one and one-half (1½) times the hourly rate as follows:

- December 24th - 1st Shift - 10:00 p.m. to 6:00 a.m.
- December 25th - 2nd Shift - 6:00 a.m. to 2:00 p.m.
- December 25th - 3rd Shift - 2:00 p.m. to 10:00 p.m.

14. Placement Fee

Notwithstanding provisions outlined in Exhibit D – Special Terms and Conditions & Additional Provisions, Section 26 – Conflict of Interest, in the event CDCR/CCHCS employs and retains, as a State of California civil service employee, those classifications specifically identified by the Direct Care Contracts Section Chief or designee, CDCR/CCHCS shall pay Contractor a placement fee.

Please see Exhibit B – Budget Detail and Payment Provisions, for placement fee provisions and reimbursement.

15. CDCR/CCHCS Orientation/Training

Contractor agrees that prior to reporting to work at the institution, all temporary/relief providers shall attend an orientation class and any required training, not limited to, but as specified below:

a. Contractor is responsible for ensuring that the Contractor and Providers review the CDCR/CCHCS Healthcare On-Site Contractor's Orientation handbook (Handbook) and sign the Self-Certification Form. The Handbook and Self-Certification Form may be

located on the internet at the following location under Orientation Information: https://cchcs.ca.gov/wp-content/uploads/sites/60/DCCS/HC-OSCO-Handbook.pdf

b. The Handbook is for Contractor and Providers who will provide Healthcare Services under contract to CDCR/CCHCS on-site at institutions/facilities.

c. Once the Self-Certification Form has been signed by the Contractor, Providers, and the Authorized CDCR/CCHCS designee, the form shall be sent to m_CCHCS_RNT@cdcr.ca.gov. The Self-Certification Form may be copied and provided to all institutions/facilities for which the Contractor and Provider is contracted to provide Services. It shall be the responsibility of the Contractor to review the Handbook every six months at the internet location stated above. If the Handbook has been revised (reference the date on page one of the Handbook) the Contractor and Providers must review the revised version of the Handbook and sign and submit a new Self-Certification Form as directed above.

16. Inspections

Inspections shall be carried out by the leadership over the Dental program area utilizing the services of the temporary/relief providers or designee, at various times during the Agreement term to check on the quality and quantity of work and determine acceptability of work performed.

17. Failure to Perform

CDCR/CCHCS shall routinely evaluate the work performance of Contractor and/or temporary/relief providers to determine if CDCR/CCHCS standards and departmental/institutional policies and procedures are maintained. Any Contractor and/or temporary/relief provider who fails 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 institutions CEO/Supervising Dentist or designee shall state, in writing, the reasons Contractor and/or the assigned temporary/relief provider or reasons the work performed by assigned temporary/relief provider was deemed unacceptable, and submit the written notification to DCCS (Attn: Registry Network Team) via the electronic system or by email to the help desk at: m_CCHCS_RNT@cdcr.ca.gov.

CDCR/CCHCS reserves the right to terminate a temporary/relief provider's assignment at any time, with or without cause, upon written notice to the Contractor. The Contractor shall be responsible for promptly complying with all requests to terminate a temporary/relief provider's assignment, upon request from CDCR/CCHCS. Failure to comply may result in the termination of this Agreement. Reasons for termination of any assignment may include, but are not limited to, the following:

a. Operational Needs
Reduction, elimination, or change in staffing needs, budgetary constraints, shift restructuring, or closure of the assignment.

b. Performance Deficiencies
Failure to meet required clinical, professional, or administrative standards; substandard job performance; failure to complete assigned duties; or inability to meet productivity expectations.

c. Misconduct or Policy Violations
Violation of institution, Contractor, CDCR/CCHCS, or applicable governmental policies, procedures, rules or regulations.

d. Licensure or Credentialing Issues
Expiration, suspension, restriction or failure to maintain any required license, certification, registration, or credential necessary to perform the assignment.

e. Failure to Comply with Contract Requirements
Failure to adhere to any terms and conditions set forth in the Contract or assignment guidelines.

f. Attendance Reliability Issues
Excessive absences, tardiness, repeated timesheet issues, or failure to report for scheduled shifts without proper notice.

If the provider's performance or behavior issues are not egregious, Contractor, in coordination with leadership, will counsel the provider in an effort to correct the areas of concern. If provider performance or other behavior issues do not improve, Contractor will be notified of the need to dismiss the provider and a replacement provider shall be submitted if the institution identifies that a replacement temporary/relief provider is needed.

Contractor shall ensure that any temporary/relief provider requested by CDCR/CCHCS to be removed from providing services due to ongoing performance/behavioral concerns under this Agreement shall not be resubmitted to another institutions, unless prior approval is obtained by DCCS. If approval is obtained, Contractor shall work with DCCS staff in the coordination of this process including, but not limited to, providing all documentation of any performance/behavioral concerns from previous assignments when submitting the temporary/relief provider for consideration of assignment at other institutions.

If the provider's performance is egregious, the institution designee will notify Contractor of immediate dismissal and a replacement provider shall be submitted if the CDCR/CCHCS Facility identifies that a replacement temporary/relief provider is needed

CDCR/CCHCS shall not pay Contractor for any hours worked which are deemed unacceptable in accordance with the required duties contemplated by this Agreement.

18. Indemnification for CDCR/CCHCS

Contractor shall defend and indemnify CDCR/CCHCS, its officers, agents and employees from and against any and all claims, liabilities, damages, losses, and expenses arising out of or related to the performance of this Contract.

Additional indemnification requirements and obligations are set forth in Exhibit D.

19. Corrective Action Plan

If, at any time, CDCR/CCHCS determines that Contractor is not meeting the contract requirements, CDCR/CCHCS may require Contractor to submit a Corrective Action Plan (CAP) as described in Exhibit D – Special Terms and Conditions & Additional Provisions to remedy the issue(s) upon CDCR/CCHCS notification to the Contractor regarding its failure to meet the contract requirements. The CAP shall outline the remedy and timeline needed to correct the issue(s) and/or service gaps. CDCR/CCHCS shall review the plan and submit acceptance of

the plan or request changes no later than three business days after receipt of the plan. After approval is given by CDCR/CCHCS, Contractor will implement the CAP. Failure to submit the CAP or implement the CDCR/CCHCS approved CAP within the required timeframes may result in the enforcement of performance guarantees as specified in Exhibit B – Budget Detail and Payment Provisions and/or liquidated damages, as specified in Exhibit D – Special Terms and Conditions & Additional Provisions, Section 61 and/or termination of this Agreement.

Examples where a CAP may be requested: failure to meet the contract requirements, any service gap, including but not limited to: failure to provide sufficient staffing, temporary/relief provider determined to not meet minimum requirements as identified in Exhibit A-1 – Service Specifications, staffing no-shows, temporary/relief provider not meeting credentialing requirements, or service gaps without remedy. CDCR/CCHCS shall have the sole discretion to determine the efficacy of the plan.

20. Suspension or Stop Work Notification

Please see Exhibit D – Special Terms and Conditions & Additional Provisions, Section 5, Stop Work provision.

21. CDCR/CCHCS Contact Information

Should questions or problems arise during the term of this Agreement, Contractor should contact the following offices:

a. Billing/Payment Issues:

California Correctional Health Care Services
Attention: Healthcare Invoicing Section
PO Box 588500
Elk Grove, CA 95758
Phone Number: (916) 691-0699
Fax Number: (916) 691-3940
Email address: m_HISManualClaims@cdcr.ca.gov

b. Scope of Work/Performance Issues & General Agreement Issues:

California Correctional Health Care Services
Attention: Direct Care Contracts Section
PO Box 588500
Elk Grove, CA 95758
Phone Number: (916) 691-0698
Fax Number: (916) 691-3948
Email address: m_CCHCS_RNT@cdcr.ca.gov

DENTAL REGISTRY NETWORK

Contractor shall ensure that the minimum requirements and standards noted below are met. The registry services noted below are not all-inclusive, and California Department of Corrections and Rehabilitation/California Correctional Health Care Services (CDCR/CCHCS) reserves the right to request additional temporary/relief dental registry staffing services to be included in the network.

Any terms in this Agreement referring to direction from CDCR/CCHCS shall be construed as providing for direction as to policy and the result of Contractor's or assigned personnel's work only, and not as to the means by which such a result is obtained. CDCR/CCHCS does not retain the right to control the means or the method by which Contractor or assigned personnel perform work under this Agreement. Nor shall the Agreement be construed to interfere with, control, or otherwise direct the professional judgment of a health care professional in a manner prohibited under any provision of law.

1. Requirements Applicable to All Classifications

At its discretion CDCR/CCHCS holds the right to deny any candidate who fails to meet the minimum requirements and shall not be considered for this position. Contractor shall ensure all temporary/relief providers, regardless of classification, possess, maintain, and/or complete the following requirements:

a. Proposed temporary/relief provider's current resume shall include the following information:

(1) Education shall include the following information as applicable to the service type: name and location of university or college, business, correspondence, trade, or service school; course of study, units completed (semester/quarter), diploma, degree or certificate obtained, and date completed.

(2) "To and from" dates (month and year) for all employment history.

(3) Name of organization for which work was performed.

(4) Supervisor name and contact information for each job.

(5) All relevant work history including classification/job title, job duties performed, and any other information necessary to determine qualifications of temporary/relief providers.

(6) If the temporary/relief provider has provided services to CDCR/CCHCS previously, the temporary/relief provider shall include the name of the specific institutions, to and from dates of service, and immediate supervisor's full name and telephone number.

(7) Signed agreement form to work the requested shifts (days, hours, and length of time).

(8) Copies of any current and valid licenses, permits, registrations, and/or certifications required herein.

Note: Contact information for temporary/relief providers shall be current and have valid telephone numbers and email addresses.

b. Employment Verification (I-9) form.

c. Current Basic Life Support (BLS) certification issued by the American Heart Association (AHA), the American Red Cross (ARC), American Safety and Health Institute (ASHI), or by a provider approved by the American Dental Association's Continuing Education Recognition Program (CERP) or Academy of General Dentistry's Program for Continuing Education (PACE), in accordance with California Code of Regulations (CCR) Title 16 Section 1016(b)(1)(C).

d. All temporary/relief providers shall have a cleared Criminal Offender Record Information (CORI) check prior to entering an institution to provide services. Contractor shall ensure that

all temporary/relief providers complete a one-time processing of fingerprints via Live Scan. If temporary/relief providers do not reside in California a manual fingerprint card, or hard card, is required. Fingerprints will be checked by the Department of Justice and Federal Bureau of Investigation. Direct patient care services shall not be performed until Live Scan processes are completed. The State further reserves the right to terminate the Agreement or to bar access to State premises, in the State's sole discretion, if a threat to security is determined.

e. All temporary/relief providers performing services through this Agreement must be proficient in the English language and be able to communicate effectively with CDCR/CCHCS patients and staff. All candidates must be able to speak, understand oral and written communication, and write effectively, in the English language.

f. Ability to maintain professional working relationships with institution staff, patients in all levels of care and health care services staff.

g. Contractor shall ensure that all temporary/relief providers are fully informed, prior to assignment, that services will be performed within an institution setting. Additionally, Contractor shall ensure that each temporary/relief provider acknowledges and demonstrates the ability to safely and effectively work with the patient population within such an environment, and complies with all applicable institutional rules, regulations, and security requirements.

h. Utilize effective communication in accordance with the Americans with Disabilities Act (ADA) and CDCR/CCHCS policies and procedures to ensure communication with individuals with disabilities receive effective communication as with others.

i. Adherence to federal and California laws, regulations, and CDCR/CCHCS policies and procedures regarding patient confidentiality, written and electronic medical record documentation, and the release of patient records.

j. Comply with standard precautions; maintain a safe work environment, including safe use of equipment contained therein; and maintain institution security measures. Wear personal protective equipment, clothing and breathing apparatus to prevent injuries and exposures to blood/airborne pathogens.

k. Participate in all Departmental required trainings and mentoring programs as listed in HCDOM 5.9.1(e)(5).

l. Computer proficiency to at least the minimum standard necessary to execute day-to-day job-required functions, including but not limited to prior experience with using Electronic Health Records Systems (EHRS).

2. <u>Reasonable Accommodation (RA) Requirements for Temporary/Relief Providers</u>

The Contractor acknowledges and agrees that the following requirements are established to ensure compliance with all applicable federal and state laws, including but not limited to, the Americans with Disabilities Act (ADA) and the California Fair Employment and Housing Act (FEHA), and to maintain the safe and effective operation of CDCR/CCHCS institutions. The Contractor shall strictly adhere to the following provisions:

a. Serve as the employer of record for temporary/relief providers and maintain responsibility for all RA documentation.

b. Ensure all RA requests are processed timely, consistently, and in compliance with all applicable laws.

c. Conduct a timely, good-faith interactive process with the temporary/relief provider to assess requested accommodations.

d. Submit accommodation requests to CDCR/CCHCS for review when they may impact institutional operations, security, or essential job functions.

e. Obtain necessary medical or non-medical documentation when appropriate and maintain all records in compliance with confidentiality and privacy requirements.

f. Submit RA requests to CDCR/CCHCS for review when the requested accommodation may affect institutional operations, security, or the provider's ability to perform essential job functions.

g. CDCR/CCHCS may review any accommodation request that could impact operational needs, safety, security, or essential job functions. CDCR/CCHCS retains discretion to approve, modify, or deny accommodation requests based on these considerations.

h. Ensure no provider is assigned to or returns to an institution until all accommodation considerations have been reviewed and approved, where applicable.

Limitations and Undue Hardship

CDCR/CCHCS is not required to provide accommodations that would:

a. Impose an undue hardship on operations;
b. Compromise institutional safety or security;
c. Prevent the provider from performing essential job functions;
d. Conflict with applicable laws, regulations, or public health requirements; and
e. Each request shall be evaluated individually, and determinations will be made based on operational feasibility, patient and provider safety as well as legal standards.

3. <u>Credentialing and Privileging Requirements</u>

For classifications that require credentialing and privileging of on-site services, Contractor shall comply with the following:

a. Contractor shall compile all required documentation and ensure all required temporary/relief providers complete the credentialing and privileging package.

b. Contractor shall submit a completed MD-App electronic credential and privilege application and associated documentation to the CDCR/CCHCS Credentialing and Privileging Support Unit (CPSU).

(1) National Provider Identifier (NPI)
(2) State Health Care License
(3) BLS Certification
(4) Drug Enforcement Administration (DEA) Certification (2, 2N, 3, 3N, 5, 5)

(5) Evidence of Cures Registration
(6) Resume/Curriculum Vitae
(7) Credentialing application - must be completed and submitted through MD-App http://mdapp.com/cchcs within 14 calendar days.

c. Contractor and/or assigned temporary/relief providers shall comply with all CDCR/CCHCS CPSU requirements, policies, and procedures. Services shall not commence until the credentialing process and approval is completed by the CDCR/CCHCS CPSU.

d. Contractor shall ensure all temporary/relief providers possess at all times current and up-to-date credentials and privileges. Contractor shall renew temporary/relief provider credentials and privileges every three years by submitting a completed MD-App electronic credential and privilege application, prior to the expiration date.

e. Contractor and/or assigned temporary/relief providers shall comply with all CDCR/CCHCS CPSU additional training and requirements that may be modified or implemented during the term of the contract. Such changes to the training and requirements for temporary/relief providers shall not require an Amendment to this contract.

f. CDCR/CCHCS CPSU will notify Contractor once credential and privilege verification has been completed. Upon notification, Contractor shall arrange for an effective date for temporary/relief provider to render services at the institution.

e. Prior to start of assignment, temporary/relief provider will be issued a Contractor badge and an email; Email signature block must indicate that provider is a Contracted Registry Provider and CDCR/CCHCS logos and seals shall not be utilized in email signature blocks.

f. Refer to the Health Care Department Operations Manual for licensure and certification requirements for the appropriate health care service classification requirements. The document is available at: https://cchcs.ca.gov/policies/

It shall be the responsibility of Contractor to reference this document when services are requested to ensure that any changes in credentialing requirements are met.

4. Registry Services Specific to Dental Services

The temporary/relief providers listed under this Agreement shall not be considered civil service employees of the State or CDCR/CCHCS for any purpose. Temporary/Relief providers are not entitled to any benefits provided to civil service employees, including but not limited to, health insurance, retirement benefits, leave accrual, unemployment insurance, worker's compensation coverage, or any other employment related benefit. The Contractor shall be solely responsible for providing all compensation, benefits, insurance, and withholding for its providers.

All applicable classifications, including but not limited to those listed below, are required to register and enroll in the Provider Application and Validation for Enrollment (PAVE) portal.

a. Registered Dental Assistant

The temporary/relief Registered Dental Assistant (RDA) shall provide services as permitted within the scope of practice for an RDA in accordance with institution policies and procedures. Services shall be provided under the direction/supervision of the Supervising Dentist (SD), Supervising Dental Assistant (SDA), and Health Program Manager III (HPM III) or designee. The SD and SDA provide professional oversight and the HPM III has administrative responsibility for services rendered. For purposes of this Agreement the CDCR/CCHCS

designee must be a civil service employee. Minimum requirements and services to be provided by the RDA under this Agreement are defined by Section 1740-1777 of the California Dental Practice Act.

Registered Dental Assistant Qualifications:

RDA assigned to CDCR/CCHCS performing services under this Agreement must have the minimum qualifications outlined below:

(1) Minimum of 12 continuous months of experience within the last 24 months performing services similar in scope to those defined herein, in a public or private institution or Dental Office. Breaks between employment shall not exceed four weeks within the 24 months prior to the date of commencement of service with CDCR/CCHCS. Internship does not count towards the required experience.

(2) Must have the required licenses, permits, registrations, and/or certifications noted herein.

Licenses, Permits, and Certification Requirements:

Prior to providing services as outlined in this Agreement, Contractor shall:

(1) Ensure that each RDA shall possess and maintain throughout the term of this Agreement, a current and valid California Dental Radiation Safety Certificate and a RDA License issued by the Department of Consumer Affairs, Dental Board of California in order to perform services in the State of California.

(2) Provide copies of any required licenses, permits, registrations, and/or certifications for each RDA to the institution HPM III or designee to be kept on file at the institution throughout the term of this Agreement. Contractor shall ensure that all required licenses, permits, registrations, certifications, and any other requirements outlined herein are current and in effect at all times during the term of this Agreement.

(3) In the event the required licenses, permits, registrations, and/or certifications are to expire, Contractor shall provide current/renewed licenses, permits, registrations, and/or certifications to CDCR/CCHCS not less than 30 calendar days prior to their expiration. If, during the course of this Agreement, any of the licenses and/or requirements are found to be inactive or not in compliance, CDCR/CCHCS may withhold payment for services rendered during the expiration period and/or immediately terminate this Agreement.

(4) Assume responsibility for verifying through the appropriate licensing boards that no current or unresolved adverse actions have been taken by the State licensing authorities against any RDA assigned to CDCR/CCHCS, and that all licenses are active and void of misconduct. CDCR/CCHCS may, at its discretion, verify the current status of RDA assigned.

b. Registered Dental Hygienist

The temporary/relief Registered Dental Hygienist (RDH) shall provide services as permitted within the scope of practice for a RDH in accordance with institution policies and procedures. Services shall be provided under the direction/supervision of the SD or designee. Minimum requirements and services to be provided by the RDH under this Agreement shall be in accordance with Section 1900-1966.6 of the California Dental Practice Act.

Registered Dental Hygienist Qualifications:

RDH assigned to CDCR/CCHCS performing services under this Agreement must have the minimum qualifications outlined below:

(1) Minimum of 12 continuous months of experience within the last 24 months performing services similar in scope to those defined herein, in a public or private institution or Dental Office. Breaks between employments shall not exceed four weeks within the 24 months prior to the date of commencement of service with CDCR/CCHCS. Internship does not count towards the required experience.

(2) Must have the required licenses, permits, registrations, and/or certifications noted herein.

Licenses, Permits, and Certification Requirements:

Prior to providing services as outlined in this Agreement, Contractor shall:

(1) Ensure that each RDH shall possess and maintain throughout the term of this Agreement, a current and valid license issued by the State of California, Dental Hygiene Board of California (DHBC) in order to perform services in the State of California.

(2) Provide copies of any required licenses, permits, registrations, and/or certifications for each RDH to the institution HPM III or designee to be kept on file at the institution throughout the term of this Agreement. Contractor shall ensure that all required licenses, permits, registrations, certifications, clinical skills and any other requirements outlined herein are current and in effect at all times during the term of this Agreement.

(3) In the event the required licenses, permits, registrations, and/or certifications are to expire, Contractor shall provide current/renewed licenses, permits, registrations, and/or certifications to CDCR/CCHCS not less than 30 calendar days prior to their expiration. If, during the course of this Agreement, any of the licenses and/or requirements are found to be inactive or not in compliance, CDCR/CCHCS may withhold payment for services rendered during the expiration period and/or immediately terminate this Agreement.

(4) Assume responsibility for verifying through the appropriate licensing boards that no current or unresolved adverse actions have been taken by the State licensing authorities against any RDH assigned to CDCR/CCHCS, and that all licenses are active and void of misconduct. CDCR/CCHCS may, at its discretion, verify the current status of RDH assigned.

c. Dentist

The temporary/relief Dentist shall provide services within the authorized scope of practice for a Dentist, in full compliance with all applicable institution policies, procedures, and regulatory requirements. Under the direction and supervision of the SD or the designated representative, the Dentist shall serve as the clinical lead for Registered Dental Assistants (RDAs) and Registered Dental Hygienists (RDHs). The services delivered shall encompass medically necessary and comprehensive dental care that is essential to safeguard life, prevent significant illness or disability, and relieve pain that impairs the patient's ability to function independently. The Contractor shall ensure that all ordered dental services and proposed surgical procedures are scheduled in accordance with the assessed severity and urgency of the dental need. Once appointments have been scheduled, Dentists are required to provide services at the designated time, except in circumstances where delays are unavoidable and justified.

Dentist Qualifications:

Dentist assigned to CDCR/CCHCS performing services under this Agreement must have the minimum qualifications outlined below:

(1) Minimum of 24 continuous months of clinical experience within the last 30 months

performing services similar in scope to those defined herein, in a public or private institution. Breaks between employments shall not exceed four weeks within the 30 months prior to the date of commencement of service with CDCR/CCHCS. Internship does not count towards the required experience.

(2) Must have the required licenses, permits, registrations, and/or certifications noted herein.

Licenses, Permits, and Certification Requirements:

Prior to providing services as outlined in this Agreement, Contractor shall:

(1) Ensure that each Dentist shall possess and maintain throughout the term of this Agreement, a current and valid Dental license issued by the Dental Board of California in order to perform services in the State of California.

(2) Provide copies of any required licenses (Drug Enforcement Administration(DEA)), permits, registrations (Controlled Substance Utilization Review and Evaluation System (CURES)), and/or certifications for each Dentist to the institution HPM III or designee to be kept on file at the institution throughout the term of this Agreement. Contractor shall ensure that all required licenses, permits, registrations, certifications, and other requirements outlined herein are current and in effect at all times during the term of this Agreement.

(3) In the event the required licenses (DEA), permits, registrations (CURES), and/or certifications are to expire, Contractor shall provide current/renewed licenses, permits, registrations, and/or certifications to CDCR/CCHCS not less than 30 calendar days prior to their expiration. If, during the course of this Agreement, any of the licenses and/or requirements are found to be inactive or not in compliance, CDCR/CCHCS may withhold payment for services rendered during the expiration period and/or immediately terminate this Agreement.

(4) State licensing authorities against any Dentist assigned to CDCR/CCHCS, and that all licenses are active and void of misconduct. CDCR/CCHCS may, at its discretion, verify the current status of any Dentist assigned.

(5) Register and enroll in PAVE Portal.

d. Certified Dental Laboratory Technician

The temporary/relief Certified Dental Laboratory Technician (CDLT) shall provide services as permitted within the scope of practice for a CDLT in accordance with institution policies and procedures. Under the direction/supervision of the SD or designee, the CDLT duties/responsibilities shall include, but are not limited to:

(1) Ensure that tool and sharps control, infection control, and safety procedures are implemented and followed daily.
(2) Maintain control of and provide accountability for dental instruments, lab equipment, tools, sharps, and other equipment items that may pose a threat to persons or to the security of the institution.

(3) In accordance with the instructions prescribed by a dentist, construct full and partial dentures; construct acrylic partial dentures; construct cast metal framework for partial dentures, night guards, obturators, and occlusal splints; reline dentures; rebase dentures; repair partial and full dentures, replace teeth in dentures, construct bite blocks, articulated models, polish dentures, and adjust dentures as prescribed by a dentist.

(4) Ability to interpret prosthetic dental laboratory prescription.

(5) Track, monitor, receive, and ship prosthetic cases within CDCR/CCHCS institutions.

(6) Procure, maintain, and inventory dental laboratory supplies.

(7) Ensure safe usage and storage of all hazardous materials utilized in the dental laboratory.

(8) Have knowledge of methods, processes, materials, tools, and equipment used in making dental prostheses and in dental laboratory work.

(9) Use skill and accuracy in making all types of dental prostheses.

(10) Follow oral and written directions.

Certified Dental Laboratory Technicians Qualifications:

CDLT assigned to CDCR/CCHCS performing services under this Agreement must have the minimum qualifications outlined below:

(1) Minimum of 18 continuous months of experience within the last 24 months performing services similar in scope to those defined herein, in a public or private Institution. Internship does not count towards the required experience.

(2) Must have the required licenses, permits, registrations, and/or certifications noted herein.

Licenses, Permits, and Certification Requirements:

Prior to providing services as outlined in this Agreement, Contractor shall:

(1) Ensure that each CDLT shall possess and maintain throughout the term of this Agreement, a current and valid license/certificate issued by the National Board for Certification in Dental Laboratory Technology in order to perform services in the State of California.

(2) Provide copies of any required licenses, permits, registrations, and/or certifications for each CDLT to the institution HPM III or designee to be kept on file at the institution throughout the term of this Agreement. Contractor shall ensure that all required licenses, permits, registrations, certifications, medical clinical skills (if applicable), and any other requirements outlined herein are current and in effect at all times during the term of this Agreement.

(3) In the event the required licenses, permits, registrations, and/or certifications are to expire, Contractor shall provide current/renewed licenses, permits, registrations, and/or certifications to CDCR/CCHCS not less than 30 calendar days prior to their expiration. If, during the course of this Agreement, any of the licenses and/or requirements are found to be inactive or not in compliance, CDCR/CCHCS may withhold payment for services rendered during the expiration period and/or immediately terminate this Agreement.

(4) Assume responsibility for verifying through the appropriate licensing boards that no current or unresolved adverse actions have been taken by the State licensing authorities against any CDLT assigned to CDCR/CCHCS, and that all licenses are active and void of misconduct. CDCR/CCHCS may, at its discretion, verify the current status of CDLT assigned.

5 Performance Guarantees

5.1 Performance Standards

a. Contractor will operate in an active operational status to assist CDCR/CCHCS institutions and DCCS to support continuity of patient care, staffing stabilization, institutional responsiveness, and timely resolution of operational concerns.

b. Contractor will meet or exceed the minimum Performance Standards identified herein on a monthly reporting basis. Failure to achieve the minimum acceptable performance level will result in assessment of Performance Compliance Remedies, including but not limited to, corrective action requirements, invoice reductions, or other remedies authorized under this Agreement.

c. The Contractor will use reasonable efforts to meet staffing and operational Performance Standards identified in this Agreement. Performance shall be evaluated monthly using operational metrics maintained by the CCHCS Direct Care Contracts Section (CCHCS/DCCS), including contractor database records, institution reports, assignment data, credentialing timelines, and vacancy tracking reports.

d. CCHCS/DCCS reserves the right to monitor Contractor performance through audits, reports, contractor's database, institution feedback, scheduling records, credentialing records, timesheet reviews, and operational metrics. Performance Standards shall be evaluated using the compliance thresholds identified below.

5.2 Performance Guarantee Categories

Category	Metric	Standard	Measurement Frequency
Fill rate	Request Fulfillment	≥ 80%	Monthly
Credentialing Timeliness	Complete Provider file submission	≤ 5 business days (90%)	Per occurrence
Assignment Start Compliance	Provider Arrives as Scheduled	≥ 85%	Monthly
Call-Off / No-Show Rate	Provider Cancellations	≤ 10%	Monthly
Invoice and Timesheet Accuracy[1]	Error-free invoices/timesheets	≥ 95%	Monthly
Responsiveness	Response to institutions/DCCS inquires	≤ 1 business day (90%)	Monthly
Compliance Resolution	Corrective Action Response	≤ 5 business days	Per Occurrence
Provider Retention	Assignment continuity	≥ 85%	Quarterly
Quality Improvement	Confirmation of Resolution	≤ 5 business days (90%)	Per Occurrence
Vacancy Coverage Response	Emergency staffing response	≤ 24 hours acknowledgment	Per Occurrence
Regulatory Compliance	Missing licenses/certifications	0 Tolerance	Immediate

[1] Accuracy will be measured by the percentage of submitted timesheets and invoices that are free from material errors requiring correction or resubmission.

a. **Invoice and Timesheet Material Errors Include:**

- Incorrect Provider
- Incorrect institution
- Incorrect classification
- Incorrect dates of service
- Incorrect shift hours
- Duplicate billing
- Unauthorized overtime billing
- Incorrect rate application
- Missing required approvals
- Incomplete timesheet documentation

b. **Timesheet Exclusion**

Timesheet discrepancies resulting from institution-requested schedule changes, delayed institutional approvals, or CDCR/CCHCS directed modifications shall not be counted against the Contractor's Timesheet Accuracy rate.

5.3 Performance Compliance Remedies

If Contractor performance falls below acceptable compliance thresholds during a reporting period, CCHCS/DCCS may impose the following corrective actions or financial remedies:

Monthly Compliance Score	State Action
100% – 80%	Fully compliant, no action taken
79.99% – 70%	Written Corrective Action Notice
69.99% – 60%	3% reduction of total hourly staff rate invoices
59.99% – 50%	3% reduction of total hourly staff rate invoices and mandatory corrective action meeting
Below 50%	5% reduction of total hourly staff rate invoices and escalation for contractual review

Repeated performance below 60% for three consecutive reporting periods may constitute a material breach of contract.

5.4 "Good Faith Effort" Clause

a. Contractor shall not be penalized for vacancies where documented evidence demonstrates:

- No qualified provider applications were received;
- Institution-specific security clearance delays occurred;
- The State declined proposed candidates;
- Specialized classifications, as determined by CDCR/CCHCS and the Contractor upon contract execution, had limited market availability; or
- Assignment conditions, as determined by CDCR/CCHCS and the Contractor upon contract execution, materially restricted recruitment efforts.

However, Contractor must demonstrate ongoing documented recruitment efforts and active provider canvassing.

Performance remedies are intended to encourage continuous operational improvement and accountability while recognizing the unique staffing challenges associated with correctional healthcare environments.

b. The following violations shall constitute Critical Deficiencies and may result in immediate corrective action, suspension of provider utilization, invoice withholding, or contract termination consideration:

- Expired license utilization;
- Failure to maintain required credentialing documentation;
- Patient safety violations;
- Falsification of records or timesheets;
- Failure to maintain required insurance coverage; and
- HIPAA/confidentiality breaches.

c. The Contractor must submit a monthly Performance Report by the 15th day of each month. If the report is not provided, it may be considered as non-performance. The report should include, at minimum:

- Fill rate percentages
- Vacancy aging
- Provider call-off/no-show rates
- Credentialing turnaround times
- Complaint and corrective action tracking
- Assignment completion rates
- Difficult to Fill classifications rate
- Outstanding vacancies

5.5 Provider Conduct and Professionalism Requirements

a. Conduct Standards

- Substantiated conduct complaints must not exceed 5% on a monthly basis.
- Violations of institutional procedures are limited to a maximum of three per month.
- Severe misconduct is strictly prohibited and will not be tolerated under any circumstances.

b. Compliance and Consequences

Contractor is responsible for ensuring that providers consistently adhere to CDCR/CCHCS standards regarding professionalism, operational procedures, security protocols, and healthcare requirements. Failure to meet these standards may result in removal requests, corrective actions, financial penalties, or suspension of assignments.

5.6 Insubordination / Failure to Follow Institutional Direction

a. Examples of Insubordination and Noncompliance

- Noncompliance with institutional operational directives
- Failure to adhere to supervisor instructions
- Unauthorized rejection of assignments
- Disruptive behavior toward institution staff
- Circumvention of institutional procedures
- Noncompliance with security protocols

Verified instances of provider insubordination may result in immediate removal from assignment and could adversely affect Contractor performance evaluations.

b. Productivity Standards

- Completion of assigned tasks
- Coverage of scheduled clinics
- Reliable attendance
- Timely documentation
- Prompt encounter closure

Providers are required to fulfill clinical duties, meet documentation standards, and provide scheduled healthcare coverage in a timely manner consistent with institutional operational expectations.

DENTAL REGISTRY NETWORK

ARTICLE I
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoices and Payment

a. For services satisfactorily rendered, and upon receipt and approval of Contractor's invoices, California Department of Corrections and Rehabilitation (CDCR)/California Correctional Health Care Services (CCHCS) agrees to compensate Contractor for completed services in accordance with the rates specified in Exhibit B-1 – Rate Sheet and/or Exhibit B-2 – Institution Rate Sheet, which is included as part of this Agreement. Except for emergency care, CDCR/CCHCS shall not compensate Contractor for services which did not receive prior authorization in accordance with Exhibit A – Scope of Work, and/or Exhibit A-1 – Service Specifications, and/or exceed the services as defined in California Code of Regulations (CCR), Title 15, Division 3, Chapter 1, Subchapter 4, Articles 8 and 9, and CCR, Title 15, Division 3, Chapter 2.

b. Services shall be completed as set forth in Exhibit A – Scope of Work, and/or Exhibit A-1 – Service Specifications, and in accordance with prior authorization provisions, and all other terms and conditions of this Agreement.

c. Invoices shall be reimbursed in accordance to Exhibit B-1 – Rate Sheet and/or Exhibit B-2 – Institution Rate Sheet, and with the following terms: no CDCR/CCHCS employee may independently negotiate or implement a rate increase request on behalf of CCHCS. Rate increases must be formalized by Direct Care Contracts Section (DCCS) in accordance with the terms outlined in Exhibit B-1 Rate Sheet and/or Exhibit B-2 – Institution Rate Sheet. Any invoice that is sent to CCHCS with reimbursement rates above that specified by CCHCS in writing within the contract shall be invalid. Payment of an erroneous invoice does not constitute acceptance of the erroneous pricing and CCHCS may seek reimbursement of the overpayment or may withhold such overpayment from future invoices.

d. CDCR/CCHCS will not accept requests for early payment, down payment, or partial payment.

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, California Government Code (GC) Section 927 et seq. Payment to a small business or microbusiness shall be made in accordance with, and within the time specified in, GC Section 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 relationship between the state and any subcontractors, and no subcontract shall relieve the Contractor of Contractor's responsibilities and obligations hereunder. 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 monies to any subcontractor.

ARTICLE II
SPECIAL BUDGET DETAIL AND PAYMENT PROVISIONS

1. Fees

CCHCS shall pay an hourly rate per invoice (one invoice per classification per CDCR/CCHCS institution) submitted by Contractor for temporary/relief providers on a monthly basis for an undisputed bill. This monthly invoice shall be inclusive of all administrative fees and rates per hour. Amended invoices will be adjusted deducting any previously paid amounts including any administrative fees.

Network Implementation Cost fee shall be invoiced when Contractor has met Registry Network Implementation Requirements, and will be paid upon verification of this assertion by DCCS Chief or designee. If the full network requirements are not fully implemented within four months after the contract approval date (network implementation period), the total invoice paid will be reduced per Performance Guarantees/Liquidated Damages, as specified here in Exhibit B and Exhibit D – Special Terms and Conditions & Additional Provisions.

1.1 Overhead Costs

Contractor's proposed hourly rate for each of the temporary/relief provider tiers shall clearly separate the amount paid directly to the temporary/relief provider from the administrative overhead cost retained by Contractor. Each cost sheet submitted in the Cost Proposal must display, for every tier and every classification, the temporary/relief provider compensation rate, the overhead rate, and the resulting all-inclusive hourly rate invoiced to CDCR/CCHCS. The overhead rate shall not exceed the all-inclusive hourly rate for any tier or classification, and shall not be listed as zero dollars ($0.00) unless Contractor affirmatively certifies, in writing, that no overhead fee is being charged for that tier or classification. Overhead costs must be reasonable, comparable to prevailing commercial marketplace rates for registry/staffing services and must not be structured in a manner that obscures the actual amount disbursed to the provider.

Contractor's overhead rate shall account only for legitimate administrative costs associated with including, but not limited to recruiting, credentialing, scheduling, payroll processing, insurance, and other commercially necessary functions directly tied to the provision of temporary/relief staffing services under this Agreement. CDCR/CCHCS reserves the right to request itemized justification of the components comprising the overhead rate for any tier at any time during the contract term, including any of the five one-year extension periods.

Administrative/overhead costs shall be invoiced separately on a monthly basis and shall not include any hours worked by temporary/relief providers, including but not limited to regular, overtime, on-call, or call-back hours.

To the extent permitted by law, this information will remain confidential in the executed contract.

2. Performance Guarantees/Liquidated Damages

The parties agree that the essential duties of Contractor under this Agreement include the duty to timely establish and implement a network of temporary/relief providers, to timely provide qualified candidates from that network in response to CDCR/CCHCS' needs, and to ensure that the temporary/relief providers approved by CDCR/CCHCS timely present themselves for work at the designated CDCR/CCHCS institutions. The parties further agree that it would be impractical and extremely difficult to determine the actual damages in the event of a failure (or delay) by Contractor in timely performing such duties. The parties therefore consider it reasonable to agree in the following manner, and do so agree, that the respective amounts of money set forth in this section as performance guarantees shall be the sums that Contractor shall forfeit and pay to the State for the respectively described types of Contractor failure (or delay) in timely performing, with any such forfeited sum to be deducted by the State from any payments due or to become due to Contractor.

a. Contractor's Guarantee for Timely Network Implementation

   Contractor shall provide all temporary/relief dental registry staffing services to all CDCR/CCHCS institutions statewide within four months after contract approval. If CCHCS or the Contractor determines at any time that Contractor cannot meet the deadline, Contractor shall be required to submit an implementation plan, no later than 30 calendar days prior to the four-month deadline, outlining the actions it will take to ensure that network implementation and requirements are met. The registry network implementation requirements are outlined in Exhibit A – Scope of Work.

   If, as determined by CCHCS, Contractor fails to complete network implementation within the original deadline or as extended, whichever is applicable, CCHCS may declare that Contractor has thereby forfeited to the State 5% of any network implementation fee recognized in this Agreement.

b. Contractor agrees to timely submit qualified temporary/relief candidate(s) for review and approval in accordance with the following guidelines:

   (1) Critical shortage classifications or locations as specified by the DCCS Chief or designee: a maximum of 45 calendar days, from the date of request by the CDCR/CCHCS institution, or headquarters location.

   (2) All other classifications or locations: a maximum of 14 calendar days, from the date of request by the CDCR/CCHCS institution, or headquarters location.

c. If Contractor determines it cannot meet the staffing request for the CDCR/CCHCS institution, and/or headquarters within the above timeframes, Contractor shall submit in writing to DCCS no later than four calendar days prior to the deadline requesting an extension approval for the specific staffing request.

   The extension request shall outline the following:

   (1) Time period requested for the extension period.

   (2) Reason for the extension need.

   (3) Define actions to be taken during the extension period to ensure compliance.

   DCCS will review each individual extension request for approval and may request additional information to make a determination for approval within seven business days.

d. Temporary/Relief Provider -Timelines

   Contractor shall ensure all temporary/relief providers comply with the requirements as referenced in Exhibit A-1 – Service Specifications, Section 3, Credentialing and Privileging Requirements, within 24 hours of receiving confirmation from the CDCR/CCHCS Chief Executive Officer (CEO)/ Supervising Dentist or designee of Health Care Services that they have been selected/approved to provide services. Contractor shall ensure that temporary/relief providers are available to start work at the institution in accordance with the following timelines:

   (1) A maximum of 14 calendar days, from the date the provider was approved; or

   (2) In the event of a delay beyond 14 calendar days due to institution processes (e.g., live scan, gate clearance, credentialing, or orientation schedules), temporary/relief provider will start within a maximum of five calendar days from the date all onboarding requirements are satisfied.

   (3) Available start dates requested beyond 14 calendar days will be considered on a case by case basis, taking into consideration immediate needs, number of vacancies, civil service hires, difficult to fill locations, or other factors.

If the DCCS Chief or designee determines Contractor is failing to timely meet staffing needs, DCCS shall advise Contractor in writing of that determination, and Contractor shall submit a corrective action plan no later than seven calendar days after written notification from DCCS, and shall report on progress monthly (by the 15th day of the following month) until resolved. The corrective action plan shall outline definitive actions Contractor shall take to ensure staffing needs are timely met. The DCCS Chief or designee will review the corrective action plan for approval within five business days.

If, after the allowed network implementation period, and as determined by CCHCS, Contractor has failed to timely provide adequate temporary/relief providers as needed due to material error or negligence of the Contractor, its employees, or providers, CCHCS may declare and advise Contractor that Contractor has thereby forfeited to the State the applicable performance guarantee of 5% for those classifications where contract requirements are not being met, for a minimum of one month or until candidate(s) are provided for the impacted classification(s), of any amount thereafter coming due to Contractor, on an on-going monthly basis, to be deducted by the State from any such payment due or to become due, said forfeiture to continue until network implementation requirements are met.

If a Contractor's delay or failure to timely perform an obligation under the Agreement was caused, in part, by a CDCR/CCHCS failure to perform an obligation under the Agreement, liquidated damages will be apportioned in an amount proportionate with the Contractor's culpability, as determined by CDCR/CCHCS, for the delay or failure to timely perform.

If for any reason the Contractor is unable to perform the work as required, the State, during the period of the Contractor's inability to perform, reserves the right to accomplish the work by other means and shall be reimbursed by the Contractor for any additional costs above the Agreement's rate per hour.

3. Orientation/Training Hours

At the discretion of each institution, Contractor shall ensure that on-site health care service providers complete orientation and training as specified in Exhibit A – Scope of Work.

a. Orientation/Training
Orientation/Training will include any required training, conducted on-site or off-site, to become familiar with the operations of the institution and its clinical facilities, CCR Title 15, Director's Rules and Regulations, and any bylaws that may apply to the institution.

Compensation for orientation will be paid at one-half of the hourly rate of the on-site health care service providers for a maximum of 40 hours of orientation. Any orientation required by the institution exceeding 40 hours will be reimbursed at the rate identified in Contractor's Exhibit B-2 – Institution Rate Sheet.

Contractor agrees to submit monthly service reports to DCCS Chief or designee no later than the twentieth (20th) day of the following month that list any temporary/relief provider that ended their assignment early and worked less than a total of 120 hours.

b. On-Site On-The-Job Training (OJT)
On-site OJT is permissible under this Agreement. On-site OJT shall be reimbursed at the hourly rate identified in Exhibit B-2 – Institution Rate Sheet. The parties agree that reimbursable OJT shall be for on--site training only. Any expenses incurred (e.g., travel, lodging, meals) for off-site training shall be the responsibility of the Contractor.

c. Self-Certification Orientation Process

This process may be utilized in place of attending an on-site institution orientation. The Health Program Specialist in DCCS will provide notification when this process is allowed for a specific institution. The parties agree that there will be no reimbursement when the Self-Certification Orientation Process is utilized.

4. Placement Fee Reimbursement

a. Notwithstanding provisions outlined in Exhibit D – Special Terms and Conditions & Additional Provisions, Section 26 – Conflict of Interest, in the event CDCR/CCHCS employs and retains, as a state of California civil service employee, those classifications specifically identified by the DCCS Chief or designee, CDCR/CCHCS shall pay Contractor a placement fee.

b. If, while this Agreement is in effect, CDCR/CCHCS hires a temporary/relief provider as a permanent State of California civil service employee, and in the capacity of those classifications specifically identified by the DCCS Chief or designee, someone who has worked in that same classification and/or clinical capacity for CDCR/CCHCS as temporary/relief provider through

Contractor, and who has not previously worked as a State civil service employee in any of those classifications and/or clinical capacities.

c. Limitations on When a Placement Fee Applies:

(1) A placement fee does not apply if, at the time of being hired by CDCR/CCHCS, temporary/relief provider previously worked as a State civil service employee or prior to submittal was on an active State employment list in the same classification and/or clinical capacity.

(2) A placement fee shall not apply if the temporary/relief provider did not perform any work at a CDCR/CCHCS institution under the Contractor's Agreement during the 90 calendar days immediately preceding their hire date by CDCR/CCHCS.

(3) A placement fee does not apply if Contractor has materially breached the contract in a manner related to temporary/relief provider being hired as a civil service employee, including any breach of Exhibit D – Special Terms and Conditions & Additional Provisions, Section 26 – Conflict of Interest.

(4) A placement fee does not apply if the temporary/relief provider was hired into a civil service classification not specified in this Agreement.

(5) A placement fee shall be due at one-half of the fee for any classification specifically identified by the DCCS Chief or designee, who is being hired as a limited term, intermittent or part-time civil service employee. Individuals hired by CDCR/CCHCS into a limited-term, intermittent, or part-time civil service positions are not permitted to simultaneously work as temporary/relief providers.

(6) A placement fee does not apply if an individual hired by CDCR/CCHCS into a limited-term, intermittent, part-time, or permanent civil service position worked simultaneously as a temporary/relief provider for CDCR/CCHCS.

(7) A placement fee does not apply if the provider's civil service State employment list information and civil service hiring history are unable to be determined due to being hired at a different state agency other than CDCR/CCHCS.

(8) A placement fee does not apply if the provider does not successfully complete their probationary period.

(9) Only one placement fee per named individual can ever be earned by Contractor, regardless of whether the provider is hired by CDCR/CCHCS in more than one classification and/or clinical capacity.

(10) Placement fees do not apply to the awarded Contractor during the network implementation period. A placement fee cannot be earned until after Contractor successfully completes network implementation. Only a State hire effected after Contractor has completed network implementation shall be eligible for a placement fee. Contractor agrees that CCHCS shall be the final arbiter in determining the award of placement fees, upon completion of network implementation.

d. Amount of Placement Fee:

The amount of the placement fee will vary as follows:

(1) $5,000.00 for Dentist

(2) $2,000.00 for all remaining Dental classifications

(3) Payment of the placement fee shall be made by CCHCS as follows:

i. The Contractor shall submit an itemized invoice for one-half of the initial placement fee for each temporary/relief provider hired as a limited term, intermittent, or part-time State of California civil service employee, no later than 90 calendar days after successful completion of the initial 60 calendar days of State employment after the date of hire.

ii. The Contractor shall submit an itemized invoice for the full placement fee for each temporary/relief provider hired as a permanent State of California civil service employee, no later than 90 calendar days after successful completion of the required civil service probationary period. Placement fees are not due to the contractor for providers that did not successfully complete their required civil service probationary period.

The timeframe for submission of placement fee invoices may change based on operational needs and as agreed upon by CDCR/CCHCS and the Contractor.

e. Required invoicing by Contractor: Payment of a placement fee is contingent on Contractor submitting an itemized invoice for the placement fee which shall include the following:

(1) Full name of temporary/relief provider.

(2) Classification of temporary/relief provider.

(3) Last four digits of Social Security Number (SSN) of temporary/relief provider.

(4) Date the provider was hired as a civil service employee at the CDCR/CCHCS institution.

(5) Name of the CDCR/CCHCS institution or unit hiring temporary/relief provider. If the provider was hired by multiple CDCR/CCHCS institutions at different times in any of those classifications and/or clinical capacity, the name of the CDCR/CCHCS institution or unit hiring temporary/relief provider where the provider successfully completed their probationary period shall be billed the full placement fee.

(6) Amount/Rate of Placement Fee.

(7) Total Amount of Invoice.

(8) Agreement Number.

(9) Invoice Number.

(10) Date of Invoice.

5. Submission of Invoices

a. In order to ensure prompt and accurate payment, all invoices shall be submitted according to the applicable directions listed below for each service type. **It is the responsibility of the**

Contractor to ensure that invoices are sent to the correct physical address as set forth below or electronic address or interface when created according to service type. Invoices sent to the incorrect physical or electronic address will be deemed not submitted, will not be processed for payment, and will not be subject to late payment penalties per GC Sections 927.2, subdivision (j) and 927.4.

b. All invoices must be completed thoroughly, with all applicable fields completed. Invoices that are submitted to the appropriate location, but have been altered, are inaccurate, or do not provide all necessary information, will not be accepted and will be denied and returned to Contractor for correction.

c. Any changes to this provision relating to the invoice submittal process, including but not limited to an address, form, or process change, shall be an administrative change managed through the appropriate designated CDCR/CCHCS office **and shall not require an Agreement amendment.**

d. All invoices shall include the Agreement number and shall not be submitted more frequently than monthly in arrears unless authorized by HIS management.

e. If CDCR/CCHCS provides notice of cancellation to the Contractor or assigned temporary/relief provider less than eight hours prior to the scheduled on-site reporting date and time, CDCR/CCHCS shall reimburse Contractor four hours of the hourly rate for the cancelled shift. Documentation of cancellation must be submitted with invoice.

f. If the temporary/relief provider is released after completing less than four hours of the scheduled shift, CDCR/CCHCS shall reimburse the Contractor up to four hours at the hourly rate.

g. Invoices submitted shall include the following information and must be legible in order to be considered complete and acceptable for processing or the invoice will be returned and disputed back to Contractor. Disputed/returned invoices shall not be subject to late payment penalties, as set forth in GC Section 927.4.

h. Contractors of temporary/relief Dental registry staffing services shall submit both an invoice and timesheet for reimbursement.

i. Invoices submitted for overhead and administrative costs shall be billed on a separate invoice submitted monthly and shall not include any hours worked by temporary/relief providers, including but not limited to regular, overtime, on-call, or call-back hours.

j. Invoices submitted for payment shall include the following information and must be legible in order to be considered complete and acceptable for processing, or the invoice will be denied and returned to Contractor for correction. CDCR/CCHCS retains the authority to modify these specifications as needed, if necessary.

   (1) Contractor name on Agreement
   (2) Agreement number
   (3) Contractor remit address, phone number, and e-mail (if applicable)
   (4) Invoice number
   (5) Date of invoice
   (6) Date(s) of service

(7) Grand total dollar amount
(8) First and last name of Contractor or Provider performing services
(9) Contractor's or Provider's classification and additional classifications identifiers (if applicable)
(10) Institution where services were performed
(11) Actual location and service area where services were performed (Dental, specific yard, medication assisted treatment (MAT), etc.)
(12) Hourly rate
(13) Type(s) of services
(14) Summary of total hours worked in each service area (Dental)
(15) Summary of total dollar amount for each service area (Dental)
(16) Regular hours worked
(17) Orientation and holiday (if approved), or overtime hours worked (if applicable)
(18) Grand total of hours worked

j. Timesheets submitted for temporary/relief dental registry staffing services shall include the following information and must be legible in order to be considered acceptable for processing. Any timesheets submitted that are illegible or incomplete shall be returned to Contractor for correction. CDCR/CCHCS retains the authority to modify these specifications as needed, if necessary.

(1) Date(s) of service (MM/DD/YYYY)
(2) Agreement number
(3) First and Last name of Contractor or Provider performing services
(4) Last four digits of the Provider's Social Security Number
(5) Contractor's or Provider's classification
(6) Institution where services were performed
(7) Shift start time and shift end time

Shift times should be written in consistent format on the timesheet (i.e. all shift start times and end times written in am/pm format or military time)

(8) Total hours provider worked listed separately by regular, overtime, orientation, holiday (if approved)
(9) Contractor shall invoice the exact time that the temporary/relief provider provided services during the scheduled shift. Contractor shall not approximate or round hours reported on timesheets. Any temporary/relief provider who arrives early, prior to their scheduled starting time, or who remains beyond the scheduled ending time, will not be paid at the OT rate for such periods. Contractor will be compensated at regular rate of pay, unless approved by a CDCR authorized designee.
(10) Actual location and service area where services performed (Dental, specific yard, MAT, etc.)
(11) Contractor or Provider printed name, signature, and date
(12) CDCR authorized designee's printed name, classification, approval signature, and date signed for all hours
(13) CDCR authorized designee's printed name, CDCR title/classification, approval signature, and date signed for all hours

(14) CCHCS/CDCR authorized designee's approval initials for all overtime or holiday pay

k. Invoices and timesheets shall be submitted via encrypted email to the CCHCS Healthcare Invoicing Section (HIS) Manual Claims Team at m_HISManualClaims@cdcr.ca.gov. If email submittal is not available, invoices and timesheets may be mailed to the following address:

California Correctional Health Care Services
Healthcare Invoicing Section
Attention: Manual Claims Team
PO Box 588500, Building D-2
Elk Grove, CA 95758

6. Telephonic Dental On-call and Call-back Services:

On-call services will be provided on an as-needed basis. Services will be utilized to temporarily fill on-call functions due to staff vacancies and/or sick leave replacement of CDCR/CCHCS dental staff. The rate of compensation for on-call assignment shall be agreed upon by the Regional Dental Director or the Chief Dentist of Policy and Risk Management, Contractor, and DCCS Chief.

Call-back services will be provided on an as-needed basis. Services will be utilized to temporarily fill on-site call-back functions for services, including but not limited to, patient emergencies (including Use of Force occurrences) and five day follow ups, due to staff vacancies and/or sick leave replacement of CDCR/CCHCS dental staff. The temporary/relief provider shall provide services within one hour of initial contact and shall remain on-site providing services for a minimum of two hours. Those two hours on-site and any additional hours on-site for these services will be compensated at the regular hourly rate for that specific classification.

Any on-call or call-back assignments shall have prior approval from a Regional Dental Director or the Chief Dentist of Policy and Risk Management.

7. Rejection of Contractor's Invoice

CDCR/CCHCS reserves the right to reject a Contractor's invoice if Contractor fails to submit the invoice in the appropriate format or within the appropriate time frame specified within this Agreement. Disputed invoices will be returned to Contractor or rejected without payment and will include an explanation of the invoice dispute. Contractor will have the right to appeal or otherwise resubmit the invoice with the pertinent documentation to the address below. Disputed/returned invoices shall not be subject to late payment penalties, as set forth in GC Section 927.4.

8. Invoice Payment Inquiry

Should a Contractor have questions or concerns regarding the processing and/or payment of health care invoices, the parties shall make a first attempt in good faith to resolve the dispute or question by informal discussion(s). The parties agree that the CCHCS HIS should be used as a resource in solving potential patient health care invoice disputes. Contractor shall refer to Exhibit D – Special Terms and Conditions & Additional Provisions, of this Agreement for detailed dispute information.

9. Invoice Billing Appeals

For disagreements regarding invoice payments, or invoice denials by CCHCS for an invoice billed under the Agreement, refer to Exhibit D, Section 2. Dispute Resolution Process, for Appeal specifications and requirements.

10. Healthcare Invoicing Section (HIS) Help Desk

Contractor shall contact the HIS Help Desk at (916) 691-0699 or via email at m_HISProgramSupport@cdcr.ca.gov with any questions or clarifications regarding the health care invoice submittal or dispute process. If resolution to the patient invoice cannot be resolved via the verbal inquiry process, Contractor shall refer to the formal health care invoice appeal process outlined in Exhibit D – Special Terms and Conditions & Additional Provisions of this Agreement.

California Department of Corrections and Rehabilitation (CDCR)/
California Correctional Health Care Services (CCHCS)
Rate Sheet

DENTAL HEALTH REGISTRY NETWORK

This is a mandatory submittal. The California Department of Corrections and Rehabilitation/California Correctional Health Care Services (CDCR/CCHCS) seeks cost proposals for an all-inclusive temporary/relief provider rate that includes rate of compensation based on tiered hourly staff rates for each classification, and an hourly overhead rate. The hourly overhead rate must be established as one flat rate per classification, and must be the same across all tier levels, to cover direct and corporate overhead margins for ongoing project operations.

Proposers are advised that the Tier Level will be set for each institution and classification by CCHCS Direct Care Contracts Section (DCCS) upon award of the contract. Classification(s) within an institution may change tiers to another Tier Level at the discretion of DCCS based on location, staffing needs, and other factors as deemed necessary by DCCS. Changes to Tier Levels may occur once yearly or as deemed necessary by DCCS. Changes to Tier Levels will not require an amendment to the contract. Utilization of each Optional Extension Year will require an amendment to the contract.

Although multiple Tier Levels are provided as a good faith estimate and guide for proposers, all proposers are advised and should assume that all staffing service hours may occur at Tier Level 1, and are not a guarantee of hours at a specific Tier Level. There is no guarantee of Tier Level increases during the term of the contract. Any change to a Tier Level for a specific classification within a specific institution may have a time period established for the change. At the end of the established time period, the specific classification within the specific institution may return to the previous Tier Level, unless the change is extended.

Proposers are advised to anticipate and account for factors such as inflation, market adjustments, labor rate changes, etc. when providing rates for the Initial Contract Term and Optional Extension Years. CCHCS Direct Care Contracts Section (DCCS), at its discretion, may increase the agreement amount by up to an additional 25% of the Total Cost provided for the Initial Contract Term and/or each Optional Extension Year on this Rate Sheet for unanticipated costs/tasks and/or to account for inflation, market adjustments, labor rate changes, etc.

This proposal also includes a "Network Implementation Cost" for the awarded proposer to receive upon the completion of the network development. Proposers must submit a total cost to develop the network, as well as an hourly rate, which includes the staff and overhead margin, for the initial contract term and three optional extension periods. Failure to indicate a dollar amount for any requisite item may be grounds to reject the entire proposal.

Network Implementation Cost:		$ -

Dental Registry Services (Initial Contract Term 36 months)

Classifications	Tier Level	Hourly Rate Cap (Hourly Staff Rate+Overhead)[1]	Hourly Staff Rate Proposed[2]	+	Hourly Overhead Rate Proposed[3]	=	Total Hourly Rate	Total Cost[5] (Hours X Highest Rate)
Dentist	1	MIN: $150 MAX: $170	$ -	+	$ -	=	$ -	$0.00
	2	MIN: $160 MAX: $180	$ -	+	$ -	=	$ -	
	3	MIN: $170 MAX: $190	$ -	+	$ -	=	$ -	
Estimated Hours[4]			**24,101**					
Registered Dental Hygienist	1	MIN: $85 Max: $105	$ -	+	$ -	=	$ -	$0.00
	2	MIN: $95 Max: $115	$ -	+	$ -	=	$ -	
	3	MIN: $105 Max: $125	$ -	+	$ -	=	$ -	
Estimated Hours[4]			**6,053**					
Registered Dental Assistant	1	MIN: $45 MAX: $65	$ -	+	$ -	=	$ -	$0.00
	2	MIN: $55 MAX: $75	$ -	+	$ -	=	$ -	
	3	MIN: $65 MAX: $85	$ -	+	$ -	=	$ -	
Estimated Hours[4]			**52,647**					
Certified Dental Laboratory Technician	1	MIN: $50 MAX: $70	$ -	+	$ -	=	$ -	$0.00
	2	MIN: $60 MAX: $80	$ -	+	$ -	=	$ -	
	3	MIN: $70 MAX: $90	$ -	+	$ -	=	$ -	
Estimated Hours			**6,053**					

TOTAL SERVICE AMOUNT INITIAL CONTRACT TERM (36 months)		$0.00

California Department of Corrections and Rehabilitation (CDCR)/
California Correctional Health Care Services (CCHCS)
Rate Sheet

DENTAL HEALTH REGISTRY NETWORK

Dental Registry Services (First Optional Extension Period 12 months)

Classifications	Tier Level	Hourly Rate Cap (Hourly Staff Rate+Overhead)[1]	Hourly Staff Rate Proposed[2]	+	Hourly Overhead Rate Proposed[3]	=	Total Hourly Rate	Total Cost[5] (Hours X Highest Rate)
Dentist	1	MIN: $150 MAX: $170	$ -	+	$ -	=	$ -	$0.00
	2	MIN: $160 MAX: $180	$ -	+	$ -	=	$ -	
	3	MIN: $170 MAX: $190	$ -	+	$ -	=	$ -	
Estimated Hours[4]			**8,850**					
Registered Dental Hygienist	1	MIN: $85 Max: $105	$ -	+	$ -	=	$ -	$0.00
	2	MIN: $95 Max: $115	$ -	+	$ -	=	$ -	
	3	MIN: $105 Max: $125	$ -	+	$ -	=	$ -	
Estimated Hours[4]			**2,223**					
Registered Dental Assistant	1	MIN: $45 MAX: $65	$ -	+	$ -	=	$ -	$0.00
	2	MIN: $55 MAX: $75	$ -	+	$ -	=	$ -	
	3	MIN: $65 MAX: $85	$ -	+	$ -	=	$ -	
Estimated Hours[4]			**16,700**					
Certified Dental Laboratory Technician	1	MIN: $50 MAX: $70	$ -	+	$ -	=	$ -	$0.00
	2	MIN: $60 MAX: $80	$ -	+	$ -	=	$ -	
	3	MIN: $70 MAX: $90	$ -	+	$ -	=	$ -	
Estimated Hours[4]			**2,223**					
TOTAL SERVICE AMOUNT 1ST YEAR EXT CONTRACT TERM (12 months)								$0.00

Dental Registry Services (Second Optional Extension Period 12 months)

Classifications	Tier Level	Hourly Rate Cap (Hourly Staff Rate+Overhead)[1]	Hourly Staff Rate Proposed[2]	+	Hourly Overhead Rate Proposed[3]	=	Total Hourly Rate	Total Cost[5] (Hours X Highest Rate)
Dentist	1	MIN: $150 MAX: $170	$ -	+	$ -	=	$ -	$0.00
	2	MIN: $160 MAX: $180	$ -	+	$ -	=	$ -	
	3	MIN: $170 MAX: $190	$ -	+	$ -	=	$ -	
Estimated Hours[4]			**9,293**					
Registered Dental Hygienist	1	MIN: $85 Max: $105	$ -	+	$ -	=	$ -	$0.00
	2	MIN: $95 Max: $115	$ -	+	$ -	=	$ -	
	3	MIN: $105 Max: $125	$ -	+	$ -	=	$ -	
Estimated Hours[4]			**2,334**					
Registered Dental Assistant	1	MIN: $45 MAX: $65	$ -	+	$ -	=	$ -	$0.00
	2	MIN: $55 MAX: $75	$ -	+	$ -	=	$ -	
	3	MIN: $65 MAX: $85	$ -	+	$ -	=	$ -	
Estimated Hours[4]			**20,299**					

California Department of Corrections and Rehabilitation (CDCR)/
California Correctional Health Care Services (CCHCS)
Rate Sheet

DENTAL HEALTH REGISTRY NETWORK

Certified Dental Laboratory Technician	1	MIN: $50 MAX: $70	$ -	+	$ -	=	$ -	$0.00
	2	MIN: $60 MAX: $80	$ -	+	$ -	=	$ -	
	3	MIN: $70 MAX: $90	$ -	+	$ -	=	$ -	
Estimated Hours[4]			**2,334**					
TOTAL SERVICE AMOUNT 2ND YEAR EXT CONTRACT TERM (12 months)								$0.00

Dental Registry Services (Third Optional Extension Period 12 months)

Classifications	Tier Level	Hourly Rate Cap (Hourly Staff Rate+Overhead)[1]	Hourly Staff Rate Proposed[2]	+	Hourly Overhead Rate Proposed[3]	=	Total Hourly Rate	Total Cost[5] (Hours X Highest Rate)
Dentist	1	MIN: $150 MAX: $170	$ -	+	$ -	=	$ -	$0.00
	2	MIN: $160 MAX: $180	$ -	+	$ -	=	$ -	
	3	MIN: $170 MAX: $190	$ -	+	$ -	=	$ -	
Estimated Hours[4]			**9,757**					
Registered Dental Hygienist	1	MIN: $85 Max: $105	$ -	+	$ -	=	$ -	$0.00
	2	MIN: $95 Max: $115	$ -	+	$ -	=	$ -	
	3	MIN: $105 Max: $125	$ -	+	$ -	=	$ -	
Estimated Hours[4]			**2,450**					
Registered Dental Assistant	1	MIN: $45 MAX: $65	$ -	+	$ -	=	$ -	$0.00
	2	MIN: $55 MAX: $75	$ -	+	$ -	=	$ -	
	3	MIN: $65 MAX: $85	$ -	+	$ -	=	$ -	
Estimated Hours[4]			**21,314**					
Certified Dental Laboratory Technician	1	MIN: $50 MAX: $70	$ -	+	$ -	=	$ -	$0.00
	2	MIN: $60 MAX: $80	$ -	+	$ -	=	$ -	
	3	MIN: $70 MAX: $90	$ -	+	$ -	=	$ -	
Estimated Hours[4]			**2,450**					
TOTAL SERVICE AMOUNT 3RD YEAR EXT CONTRACT TERM (12 months)								$0.00

Total Cost Calculation

TOTAL SERVICE AMOUNT INITIAL CONTRACT TERM (36 months)	$0.00
+	

California Department of Corrections and Rehabilitation (CDCR)/
California Correctional Health Care Services (CCHCS)
Rate Sheet

DENTAL HEALTH REGISTRY NETWORK

TOTAL SERVICE AMOUNT FIRST OPTIONAL YEAR (12 months)		$0.00
+		
TOTAL SERVICE AMOUNT SECOND OPTIONAL YEAR (12 months)		$0.00
+		
TOTAL SERVICE AMOUNT THIRD OPTIONAL YEAR (12 months)		$0.00
=		
TOTAL COST PROPOSAL		**$0.00**

1. Hourly Staff Rate Cap - The minimum and maximum hourly rate amount allowed per Tier Level.

2. Hourly Staff Rate Proposed - The amount the contractor will be paid per hour per classification at each tier, which includes what will be paid to the temporary/relief provider. The amount is applicable to the contractor and any sub-contractors, independent contractors, and any vendors contracted by the contractor utilized to meet the terms of the contract requirements. The rate proposed cannot be lower than the miminum or exceed the maximum listed on the Hourly Staff Rate Cap per Tier Level. Proposing hourly rates lower than the minimum or exceeding the maximum will result in the proposal being rejected.

3. Hourly Overhead Rate Proposed - The amount to cover all expenses related to administration, recruitment, overhead, and operating cost. Contractor shall be paid an overhead fee billable after the first month, and paid monthly for direct and corporate overhead margin for ongoing project operations.

4. Estimated Hours - This is a good faith effort by CCHCS to determine the number of hours that may be required for the temporary/relief staffing services of each classification and tier, and is only an estimate that could increase or decrease. This is not a guarantee of hours at any Tier Level.

5. Total Cost - The Total Hourly Staff Rate Proposed, plus the Hourly Overhead Rate Proposed, multiplied by the Estimated Number of Staffing Service Hours. This amount will be used in determining proposed cost amount.

California Department of Corrections and Rehabilitation (CDCR)/
California Correctional Health Care Services (CCHCS)
Institution Rate Sheet

DENTAL REGISTRY NETWORK

(Initial Contract Term 36 months)

Hourly payment rates for temporary/relief registry dental provider services shall be reimbursed as follows:

Classification	Tier Level	Institution(s)	Hourly Staff Rate	Hourly Overhead Rate	Total Hourly Rate
Dentist	1	☐ **Avenal State Prison (ASP)** ☐ **Calipatria State Prison (CAL)** ☐ **California Correctional Institution (CCI)** ☐ **Central California Women's Facility (CCWF)** ☐ **Centinela State Prison (CEN)** ☐ **CA Health Care Facility (CHCF)** ☐ **CA Institution for Men (CIM)** ☐ **CA Institution for Women (CIW)** ☐ **CA Men's Colony (CMC)** ☐ **CA Medical Facility (CMF)** ☐ **CA State Prison Corcoran (COR)** ☐ **Correctional Training Facility (CTF)** ☐ **Folsom State Prison (FSP)** ☐ **High Desert State Prison (HDSP)** ☐ **Ironwood State Prison (ISP)** ☐ **Kern Valley State Prison (KVSP)** ☐ **CSP Los Angeles County (LAC)** ☐ **Mule Creek State Prison (MCSP)** ☐ **North Kern State Prison (NKSP)** ☐ **Pelican Bay State Prison (PBSP)** ☐ **Pleasant Valley State Prison (PVSP)** ☐ **Richard J. Donovan Correctional Facility (RJD)** ☐ **CSP Sacramento (SAC)** ☐ **CA Substance Abuse Treatment Facility and State Prison, Corcoran (SATF)** ☐ **Sierra Conservation Center (SCC)** ☐ **CSP Solano (SOL)** ☐ **San Quentin Rehabilitation Center (SQ)** ☐ **Salinas Valley State Prison (SVSP)** ☐ **Valley State Prison (VSP)** ☐ **Wasco State Prison (WSP)**	$	$	$
	2	☐ **Avenal State Prison (ASP)** ☐ **Calipatria State Prison (CAL)** ☐ **California Correctional Institution (CCI)**	$	$	

Dentist		☐ **Central California Women's Facility (CCWF)** ☐ **Centinela State Prison (CEN)** ☐ **CA Health Care Facility (CHCF)** ☐ **CA Institution for Men (CIM)** ☐ **CA Institution for Women (CIW)** ☐ **CA Men's Colony (CMC)** ☐ **CA Medical Facility (CMF)** ☐ **CA State Prison Corcoran (COR)** ☐ **Correctional Training Facility (CTF)** ☐ **Folsom State Prison (FSP)** ☐ **High Desert State Prison (HDSP)** ☐ **Ironwood State Prison (ISP)** ☐ **Kern Valley State Prison (KVSP)** ☐ **CSP Los Angeles County (LAC)** ☐ **Mule Creek State Prison (MCSP)** ☐ **North Kern State Prison (NKSP)** ☐ **Pelican Bay State Prison (PBSP)** ☐ **Pleasant Valley State Prison (PVSP)** ☐ **Richard J. Donovan Correctional Facility (RJD)** ☐ **CSP Sacramento (SAC)** ☐ **CA Substance Abuse Treatment Facility and State Prison, Corcoran (SATF)** ☐ **Sierra Conservation Center (SCC)** ☐ **CSP Solano (SOL)** ☐ **San Quentin Rehabilitation Center (SQ)** ☐ **Salinas Valley State Prison (SVSP)** ☐ **Valley State Prison (VSP)** ☐ **Wasco State Prison (WSP)**			$
	3	☐ **Avenal State Prison (ASP)** ☐ **Calipatria State Prison (CAL)** ☐ **California Correctional Institution (CCI)** ☐ **Central California Women's Facility (CCWF)** ☐ **Centinela State Prison (CEN)** ☐ **CA Health Care Facility (CHCF)** ☐ **CA Institution for Men (CIM)** ☐ **CA Institution for Women (CIW)** ☐ **CA Men's Colony (CMC)** ☐ **CA Medical Facility (CMF)** ☐ **CA State Prison Corcoran (COR)** ☐ **Correctional Training Facility (CTF)** ☐ **Folsom State Prison (FSP)** ☐ **High Desert State Prison (HDSP)** ☐ **Ironwood State Prison (ISP)** ☐ **Kern Valley State Prison (KVSP)** ☐ **CSP Los Angeles County (LAC)** ☐ **Mule Creek State Prison (MCSP)** ☐ **North Kern State Prison (NKSP)** ☐ **Pelican Bay State Prison (PBSP)**	$	$	$

Dentist	3	☐ **Pleasant Valley State Prison (PVSP)** ☐ **Richard J. Donovan Correctional Facility (RJD)** ☐ **CSP Sacramento (SAC)** ☐ **CA Substance Abuse Treatment Facility and State Prison, Corcoran (SATF)** ☐ **Sierra Conservation Center (SCC)** ☐ **CSP Solano (SOL)** ☐ **San Quentin Rehabilitation Center (SQ)** ☐ **Salinas Valley State Prison (SVSP)** ☐ **Valley State Prison (VSP)** ☐ **Wasco State Prison (WSP)**			

Classification	Tier Level	Institution(s)	Hourly Staff Rate	Hourly Overhead Rate	Total Hourly Rate
Registered Dental Hygienist	1	☐ **Avenal State Prison (ASP)** ☐ **Calipatria State Prison (CAL)** ☐ **California Correctional Institution (CCI)** ☐ **Central California Women's Facility (CCWF)** ☐ **Centinela State Prison (CEN)** ☐ **CA Health Care Facility (CHCF)** ☐ **CA Institution for Men (CIM)** ☐ **CA Institution for Women (CIW)** ☐ **CA Men's Colony (CMC)** ☐ **CA Medical Facility (CMF)** ☐ **CA State Prison Corcoran (COR)** ☐ **Correctional Training Facility (CTF)** ☐ **Folsom State Prison (FSP)** ☐ **High Desert State Prison (HDSP)** ☐ **Ironwood State Prison (ISP)** ☐ **Kern Valley State Prison (KVSP)** ☐ **CSP Los Angeles County (LAC)** ☐ **Mule Creek State Prison (MCSP)** ☐ **North Kern State Prison (NKSP)** ☐ **Pelican Bay State Prison (PBSP)** ☐ **Pleasant Valley State Prison (PVSP)** ☐ **Richard J. Donovan Correctional Facility (RJD)** ☐ **CSP Sacramento (SAC)** ☐ **CA Substance Abuse Treatment Facility and State Prison, Corcoran (SATF)** ☐ **Sierra Conservation Center (SCC)** ☐ **CSP Solano (SOL)** ☐ **San Quentin Rehabilitation Center (SQ)** ☐ **Salinas Valley State Prison (SVSP)** ☐ **Valley State Prison (VSP)** ☐ **Wasco State Prison (WSP)**	$	$	$
	2	☐ **Avenal State Prison (ASP)** ☐ **Calipatria State Prison (CAL)**	$	$	$

Registered Dental Hygienest		☐ **California Correctional Institution (CCI)** ☐ **Central California Women's Facility (CCWF)** ☐ **Centinela State Prison (CEN)** ☐ **CA Health Care Facility (CHCF)** ☐ **CA Institution for Men (CIM)** ☐ **CA Institution for Women (CIW)** ☐ **CA Men's Colony (CMC)** ☐ **CA Medical Facility (CMF)** ☐ **CA State Prison Corcoran (COR)** ☐ **Correctional Training Facility (CTF)** ☐ **Folsom State Prison (FSP)** ☐ **High Desert State Prison (HDSP)** ☐ **Ironwood State Prison (ISP)** ☐ **Kern Valley State Prison (KVSP)** ☐ **CSP Los Angeles County (LAC)** ☐ **Mule Creek State Prison (MCSP)** ☐ **North Kern State Prison (NKSP)** ☐ **Pelican Bay State Prison (PBSP)** ☐ **Pleasant Valley State Prison (PVSP)** ☐ **Richard J. Donovan Correctional Facility (RJD)** ☐ **CSP Sacramento (SAC)** ☐ **CA Substance Abuse Treatment Facility and State Prison, Corcoran (SATF)** ☐ **Sierra Conservation Center (SCC)** ☐ **CSP Solano (SOL)** ☐ **San Quentin Rehabilitation Center (SQ)** ☐ **Salinas Valley State Prison (SVSP)** ☐ **Valley State Prison (VSP)** ☐ **Wasco State Prison (WSP)**			
	3	☐ **Avenal State Prison (ASP)** ☐ **Calipatria State Prison (CAL)** ☐ **California Correctional Institution (CCI)** ☐ **Central California Women's Facility (CCWF)** ☐ **Centinela State Prison (CEN)** ☐ **CA Health Care Facility (CHCF)** ☐ **CA Institution for Men (CIM)** ☐ **CA Institution for Women (CIW)** ☐ **CA Men's Colony (CMC)** ☐ **CA Medical Facility (CMF)** ☐ **CA State Prison Corcoran (COR)** ☐ **Correctional Training Facility (CTF)** ☐ **Folsom State Prison (FSP)** ☐ **High Desert State Prison (HDSP)** ☐ **Ironwood State Prison (ISP)** ☐ **Kern Valley State Prison (KVSP)** ☐ **CSP Los Angeles County (LAC)** ☐ **Mule Creek State Prison (MCSP)** ☐ **North Kern State Prison (NKSP)** ☐ **Pelican Bay State Prison (PBSP)**	$	$	$

Registered Dental Hygienest	3	☐ **Pleasant Valley State Prison (PVSP)** ☐ **Richard J. Donovan Correctional Facility (RJD)** ☐ **CSP Sacramento (SAC)** ☐ **CA Substance Abuse Treatment Facility and State Prison, Corcoran (SATF)** ☐ **Sierra Conservation Center (SCC)** ☐ **CSP Solano (SOL)** ☐ **San Quentin Rehabilitation Center (SQ)** ☐ **Salinas Valley State Prison (SVSP)** ☐ **Valley State Prison (VSP)** ☐ **Wasco State Prison (WSP)**			

Classification	Tier Level	Institution(s)	Hourly Staff Rate	Hourly Overhead Rate	Total Hourly Rate
Registered Dental Assistant	1	☐ **Avenal State Prison (ASP)** ☐ **Calipatria State Prison (CAL)** ☐ **California Correctional Institution (CCI)** ☐ **Central California Women's Facility (CCWF)** ☐ **Centinela State Prison (CEN)** ☐ **CA Health Care Facility (CHCF)** ☐ **CA Institution for Men (CIM)** ☐ **CA Institution for Women (CIW)** ☐ **CA Men's Colony (CMC)** ☐ **CA Medical Facility (CMF)** ☐ **CA State Prison Corcoran (COR)** ☐ **Correctional Training Facility (CTF)** ☐ **Folsom State Prison (FSP)** ☐ **High Desert State Prison (HDSP)** ☐ **Ironwood State Prison (ISP)** ☐ **Kern Valley State Prison (KVSP)** ☐ **CSP Los Angeles County (LAC)** ☐ **Mule Creek State Prison (MCSP)** ☐ **North Kern State Prison (NKSP)** ☐ **Pelican Bay State Prison (PBSP)** ☐ **Pleasant Valley State Prison (PVSP)** ☐ **Richard J. Donovan Correctional Facility (RJD)** ☐ **CSP Sacramento (SAC)** ☐ **CA Substance Abuse Treatment Facility and State Prison, Corcoran (SATF)** ☐ **Sierra Conservation Center (SCC)** ☐ **CSP Solano (SOL)** ☐ **San Quentin Rehabilitation Center (SQ)** ☐ **Salinas Valley State Prison (SVSP)** ☐ **Valley State Prison (VSP)** ☐ **Wasco State Prison (WSP)**	$	$	$

Registered Dental Assistant	2	☐ **Avenal State Prison (ASP)** ☐ **Calipatria State Prison (CAL)** ☐ **California Correctional Institution (CCI)** ☐ **Central California Women's Facility (CCWF)** ☐ **Centinela State Prison (CEN)** ☐ **CA Health Care Facility (CHCF)** ☐ **CA Institution for Men (CIM)** ☐ **CA Institution for Women (CIW)** ☐ **CA Men's Colony (CMC)** ☐ **CA Medical Facility (CMF)** ☐ **CA State Prison Corcoran (COR)** ☐ **Correctional Training Facility (CTF)** ☐ **Folsom State Prison (FSP)** ☐ **High Desert State Prison (HDSP)** ☐ **Ironwood State Prison (ISP)** ☐ **Kern Valley State Prison (KVSP)** ☐ **CSP Los Angeles County (LAC)** ☐ **Mule Creek State Prison (MCSP)** ☐ **North Kern State Prison (NKSP)** ☐ **Pelican Bay State Prison (PBSP)** ☐ **Pleasant Valley State Prison (PVSP)** ☐ **Richard J. Donovan Correctional Facility (RJD)** ☐ **CSP Sacramento (SAC)** ☐ **CA Substance Abuse Treatment Facility and State Prison, Corcoran (SATF)** ☐ **Sierra Conservation Center (SCC)** ☐ **CSP Solano (SOL)** ☐ **San Quentin Rehabilitation Center (SQ)** ☐ **Salinas Valley State Prison (SVSP)** ☐ **Valley State Prison (VSP)** ☐ **Wasco State Prison (WSP)**	$	$	$
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Registered Dental Assistant	3	☐ **Pleasant Valley State Prison (PVSP)** ☐ **Richard J. Donovan Correctional Facility (RJD)** ☐ **CSP Sacramento (SAC)** ☐ **CA Substance Abuse Treatment Facility and State Prison, Corcoran (SATF)** ☐ **Sierra Conservation Center (SCC)** ☐ **CSP Solano (SOL)** ☐ **San Quentin Rehabilitation Center (SQ)** ☐ **Salinas Valley State Prison (SVSP)** ☐ **Valley State Prison (VSP)** ☐ **Wasco State Prison (WSP)**			

Classification	Tier Level	Institution(s)	Hourly Staff Rate	Hourly Overhead Rate	Total Hourly Rate
Certified Dental Laboratory Technician	1	☐ **Avenal State Prison (ASP)** ☐ **Calipatria State Prison (CAL)** ☐ **California Correctional Institution (CCI)** ☐ **Central California Women's Facility (CCWF)** ☐ **Centinela State Prison (CEN)** ☐ **CA Health Care Facility (CHCF)** ☐ **CA Institution for Men (CIM)** ☐ **CA Institution for Women (CIW)** ☐ **CA Men's Colony (CMC)** ☐ **CA Medical Facility (CMF)** ☐ **CA State Prison Corcoran (COR)** ☐ **Correctional Training Facility (CTF)** ☐ **Folsom State Prison (FSP)** ☐ **High Desert State Prison (HDSP)** ☐ **Ironwood State Prison (ISP)** ☐ **Kern Valley State Prison (KVSP)** ☐ **CSP Los Angeles County (LAC)** ☐ **Mule Creek State Prison (MCSP)** ☐ **North Kern State Prison (NKSP)** ☐ **Pelican Bay State Prison (PBSP)** ☐ **Pleasant Valley State Prison (PVSP)** ☐ **Richard J. Donovan Correctional Facility (RJD)** ☐ **CSP Sacramento (SAC)** ☐ **CA Substance Abuse Treatment Facility and State Prison, Corcoran (SATF)** ☐ **Sierra Conservation Center (SCC)** ☐ **CSP Solano (SOL)** ☐ **San Quentin Rehabilitation Center (SQ)** ☐ **Salinas Valley State Prison (SVSP)** ☐ **Valley State Prison (VSP)** ☐ **Wasco State Prison (WSP)**	$	$	$

Certified Dental Laboratory Technician	2	☐ **Avenal State Prison (ASP)** ☐ **Calipatria State Prison (CAL)** ☐ **California Correctional Institution (CCI)** ☐ **Central California Women's Facility (CCWF)** ☐ **Centinela State Prison (CEN)** ☐ **CA Health Care Facility (CHCF)** ☐ **CA Institution for Men (CIM)** ☐ **CA Institution for Women (CIW)** ☐ **CA Men's Colony (CMC)** ☐ **CA Medical Facility (CMF)** ☐ **CA State Prison Corcoran (COR)** ☐ **Correctional Training Facility (CTF)** ☐ **Folsom State Prison (FSP)** ☐ **High Desert State Prison (HDSP)** ☐ **Ironwood State Prison (ISP)** ☐ **Kern Valley State Prison (KVSP)** ☐ **CSP Los Angeles County (LAC)** ☐ **Mule Creek State Prison (MCSP)** ☐ **North Kern State Prison (NKSP)** ☐ **Pelican Bay State Prison (PBSP)** ☐ **Pleasant Valley State Prison (PVSP)** ☐ **Richard J. Donovan Correctional Facility (RJD)** ☐ **CSP Sacramento (SAC)** ☐ **CA Substance Abuse Treatment Facility and State Prison, Corcoran (SATF)** ☐ **Sierra Conservation Center (SCC)** ☐ **CSP Solano (SOL)** ☐ **San Quentin Rehabilitation Center (SQ)** ☐ **Salinas Valley State Prison (SVSP)** ☐ **Valley State Prison (VSP)** ☐ **Wasco State Prison (WSP)**	$	$	$
	3	☐ **Avenal State Prison (ASP)** ☐ **Calipatria State Prison (CAL)** ☐ **California Correctional Institution (CCI)** ☐ **Central California Women's Facility (CCWF)** ☐ **Centinela State Prison (CEN)** ☐ **CA Health Care Facility (CHCF)** ☐ **CA Institution for Men (CIM)** ☐ **CA Institution for Women (CIW)** ☐ **CA Men's Colony (CMC)** ☐ **CA Medical Facility (CMF)** ☐ **CA State Prison Corcoran (COR)** ☐ **Correctional Training Facility (CTF)** ☐ **Folsom State Prison (FSP)** ☐ **High Desert State Prison (HDSP)** ☐ **Ironwood State Prison (ISP)** ☐ **Kern Valley State Prison (KVSP)** ☐ **CSP Los Angeles County (LAC)** ☐ **Mule Creek State Prison (MCSP)** ☐ **North Kern State Prison (NKSP)** ☐ **Pelican Bay State Prison (PBSP)**	$	$	$

Certified Dental Laboratory Technician	3	☐ **Pleasant Valley State Prison (PVSP)** ☐ **Richard J. Donovan Correctional Facility (RJD)** ☐ **CSP Sacramento (SAC)** ☐ **CA Substance Abuse Treatment Facility and State Prison, Corcoran (SATF)** ☐ **Sierra Conservation Center (SCC)** ☐ **CSP Solano (SOL)** ☐ **San Quentin Rehabilitation Center (SQ)** ☐ **Salinas Valley State Prison (SVSP)** ☐ **Valley State Prison (VSP)** ☐ **Wasco State Prison (WSP)**			

SPECIAL TERMS AND CONDITIONS & ADDITIONAL PROVISIONS

1. General Nature of Agreement/Limitation as to Contractor's Providers/Contractor's Responsibility for Its Providers and All Claims by or on Behalf of Contractor's Providers

This Agreement is between only those expressly identified and signing as parties hereto, i.e., Contractor and California Department of Corrections and Rehabilitation/California Correctional Health Care Services (CDCR/CCHCS). No person or entity not expressly named and signing as a party to this Agreement is intended to be a party and shall not be accepted or treated as a party. No employee of Contractor, or provider proposed or provided by Contractor under this Agreement, whether said providers are approved or not, accepted and used by CDCR/CCHCS, is thereby made a party to this Agreement or acquires any contractual rights of any type regarding CDCR/CCHCS.

Contractor is an independent contractor who is solely and fully responsible for the manner in which it and its providers perform/provide services under this Agreement. Any terms in this Agreement or arising related to this Agreement and indicating or referring to work direction from CDCR/CCHCS, are intended and shall be construed as providing for direction only as to policy and work results, and not as to the method or means by which work results are obtained. CDCR/CCHCS does not retain the right to control the method or means by Fwhich Contractor or its providers perform work under this Agreement. Nothing in this Agreement is intended or shall be construed as creating an employment or agency relationship between CDCR/CCHCS and Contractor, or between CDCR/CCHCS and any providers associated with Contractor.

Contractor and any of its providers, as proposed or provided to CDCR/CCHCS by Contractor for purposes of this Agreement, and whether or not any of the same are allowed to provide services to CDCR/CCHCS, shall not thereby be considered civil service employees, or CDCR/CCHCS/State of California employees, of any type or for any purpose, including with respect to any wage schedule or benefit plan available to civil service employees generally or to employees of CDCR/CCHCS or the State.

This Agreement does not control or limit the nature of the relationship between Contractor and any providers associated with it. CDCR/CCHCS defers to Contractor as to the nature, details, and type of relationship between Contractor and any providers associated with it, including any health care service provider, whether or not proposed by Contractor and approved/accepted by CDCR/CCHCS pursuant to this Agreement. This Agreement does not control or limit whether a relationship between Contractor and any of its providers is intended to be or should be, as an employee, subcontractor, independent contractor, agent, partner, health care service provider, or any other possibility. Whatever that relationship may be, it is not one by which the providers can either acquire any rights of Contractor in relation to CDCR/CCHCS or otherwise acquire any rights on their own in relation to CDCR/CCHCS.

Whatever the relationship between Contractor and its providers, Contractor agrees that any subcontract used by it to provide services to CDCR/CCHCS will include provision(s) requiring compliance with the applicable terms and conditions specified in this Agreement. Any related actions or claims initiated or filed by, or on behalf of, Contractor or its providers, such as but not limited to any action or claim for or related to unemployment benefits, tax withholdings, lost wages or revenues, workers' compensation, injuries, or illness, are entirely the responsibility of Contractor. To any extent that such an action or claim, by or on behalf of, or otherwise with respect to any providers associated with Contractor, results in any monetary assessment, either as awarded or per agreement, and however characterized, including but not limited to wages, compensation, or financial damages of any type; any withholding amount, or fine or other administrative assessment, settlement of any type, or attorney's fees; whether or not involving any local, state, or federal law or local, state, or federal government entity, Contractor agrees to pay all such costs that are assessed, awarded, agreed or incurred in any manner, including that Contractor will have primary responsibility for paying such costs, and also agrees to promptly reimburse CDCR/CCHCS or the State for any such costs paid by any of those entities.

Whatever the relationship between Contractor and its providers, any compensation or other amounts possibly due from Contractor to its providers, arising from or related to services rendered to CDCR/CCHCS pursuant to this Agreement, and any duty to withhold appropriate taxes, shall be the sole responsibility of Contractor. Contractor's obligation to pay its providers under this Agreement is independent from any amount due to Contractor under this Agreement. Accordingly, CDCR/CCHCS and/or the State have no obligation to make any payments directly to Contractor's providers that Contractor may have provided and has no obligation to ensure that Contractor makes any payments due from Contractor.

Any dispute, claim, grievance, or any purported cause of action of any type (collectively: any dispute), initiated formally or informally, by or on behalf of, or in any way regarding any one or more of Contractor's former, current, or would-be providers, whether solely against Contractor or also against or involving CDCR/CCHCS or the State in any way, and related to this Agreement in any way, shall be the sole responsibility of Contractor to handle and resolve, without involving CDCR/CCHCS or the State. This includes but is not limited to any dispute about wages, work schedules, work conditions, travel or training, workers' compensation, unemployment insurance, or any expense, or attorney's fees, injuries or benefits of any kind. No employee or provider of Contractor proposed or provided by Contractor shall have any rights or remedies against CDCR/CCHCS or the State related to or arising from this Agreement. No such employee or provider associated with Contractor is eligible to use the dispute resolution process provided in this Agreement, for any dispute against anyone, as that process is limited to claims/disputes by Contractor against CDCR/CCHCS.

Any effort to state, file, or press any action or claim against CDCR/CCHCS or the State, by or on behalf of such providers associated with Contractor, shall be the sole responsibility of Contractor. Consistent with the overall indemnification clause, Contractor agrees to indemnify, defend, and hold harmless the State, CDCR/CCHCS, and CDCR/CCHCS' 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 from or related to this Agreement, initiated by or on behalf of anyone, including Contractor and its providers, and any person or entity associated with Contractor acting pursuant to this Agreement. Regarding defense of any such action or claim, CDCR/CCHCS shall have the option of choosing its defense counsel, with all costs incurred during such defense to be paid by Contractor, including any negotiated or court ordered award/fine/settlement. CDCR/CCHCS will promptly notify Contractor of any action or claim by or on behalf of any of Contractor's providers.

Contractor shall defend and indemnify CDCR, the State of California, and their officers, agents, and employees from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses (including, without limitation, attorney's fees and litigation costs) arising out of or related to any claim brought by Subcontractor and/or provider against CDCR.

This obligation includes, but is not limited to, any claim by Subcontractor and/or provider alleging entitlement to compensation, benefits, damages, or any other relief in connection with work performed under this Agreement. Contractor shall be solely responsible for ensuring that its Subcontractors and/or providers waive any right to bring claims directly against CDCR.

In the event a Subcontractor and/or provider initiates any claim or legal action against CDCR, the Contractor shall, at its sole cost and expense, assume the defense of CDCR and shall pay all settlements, judgments, or awards resulting therefrom. The Contractor's obligations under this section shall survive the termination or expiration of this Agreement.

2. Dispute Resolution Process (Supersedes provision number 6, Disputes, of Exhibit C)

As a condition precedent to Contractor's right to institute and pursue litigation or other legally available dispute resolution processes, if any, Contractor agrees that all disputes and/or claims of Contractor arising under or related to the Agreement shall be resolved pursuant to the following process. This process is only

available for disputes and/or claims by Contractor against CDCR/CCHCS and is not available for any disputes or claims by or on behalf of its providers.

Contractor's failure to comply with said dispute resolution procedures shall constitute a failure to exhaust administrative remedies.

Pending the final resolution of any such contract disputes, including network start-up cost(s)/service fee(s), or claim issues, Contractor agrees to proceed with the performance of the Agreement, including the delivering of goods or providing of services. Contractor's failure to diligently proceed shall constitute a material breach of the Agreement.

The Agreement shall be interpreted, administered, and enforced according to the laws of the state of California. The parties agree that any suit brought hereunder shall have venue in Sacramento, California. The parties are hereby waiving any claim or defense that such venue is not convenient or proper.

a. Contract Disputes

(1) Verbal Inquiry

Contractor and the CCHCS Direct Care Contracts Section (DCCS) shall first attempt in good faith to resolve the dispute or claim by informal discussion(s). The parties agree that the DCCS Contract Manager shall be used as a resource in resolving potential contract disputes. Contractor shall contact the DCCS Help Desk at: (916) 691-0698 with any questions or clarifications regarding contracts or dispute process. The outcome of the Verbal Inquiry shall be documented in writing (i.e., via email, fax, or letter) by the program, institution contract liaison or designee, or DCCS and sent to all affected parties.

(2) Informal Appeal

If the dispute or claim is not resolved to Contractor's satisfaction at the Verbal Inquiry level, Contractor may file a written Informal Appeal to the DCCS Chief within 30 calendar days following the date of the determination from the Verbal Inquiry. The written Informal Appeal shall specify: the issue(s) of dispute, legal authority or other basis for Contractor's position, supporting evidence including documentation of prior informal discussions between Contractor and CCHCS regarding the issue, and remedy sought, with the DCCS Chief at the following address:

California Correctional Health Care Services
Direct Care Contracts Section
Attn: Informal Appeal, DCCS Chief
PO Box 588500, Building D
Elk Grove, CA 95758

The DCCS Chief or designee shall issue a written decision in response to Contractor's Informal Appeal within 15 calendar days of receipt of the Informal Appeal. The written decision shall either:

(a) Document the dispute settlement and what, if any, conditions were reached; or

(b) Document the reason(s) the dispute could not be resolved informally and provide notification to Contractor of its option to file a Formal Appeal within 30 calendar days of the date of the written decision.

(3) Formal Appeal – Administrative Resolution

If the dispute or claim is still not resolved to Contractor's satisfaction at the Informal Appeal level, Contractor may file a written Formal Appeal, within 30 calendar days following the date of the determination from the Informal Appeal, with the CCHCS Health Care Contracts and Claims Management Branch (HCCCMB) Assistant Deputy Director at the following address:

California Correctional Health Care Services
HCCCMB
Attn: Formal Appeal, Assistant Deputy Director
PO Box 588500, Building D
Elk Grove, CA 95758

The Formal Appeal for Administrative Resolution 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 (CCP) Section 2015.5 that the dispute, claim, or demand is made in good faith, and that the supporting data is 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 CCHCS is responsible.

The CCHCS HCCCMB Assistant Deputy Director or designee shall make a determination on the issue and respond in writing within 30 calendar days of receipt of the Formal Appeal, indicating the written decision. Contractor shall be notified if an extension of time is necessary.

(4) Further Resolution

If the dispute is not resolved by the Formal Appeal process to Contractor's satisfaction, or Contractor has not received a written decision from CCHCS within 30 calendar days, or other mutually agreed upon extension, Contractor may thereafter pursue its right to institute other dispute resolution process(es), if any, available under the laws of the State.

b. Billing Disputes

As a condition precedent to the right to pursue litigation or other legally available dispute resolution process with CCHCS, if any, Contractor agrees that all disputes and/or claims arising under or related to between CCHCS and Contractor shall be resolved pursuant to the following processes. Any 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, Contractor agrees to proceed with the performance of the Agreement, including the delivering of goods or providing of services. Contractor's failure to proceed shall constitute a material breach of the Agreement.

The Agreement shall be interpreted, administered, and enforced according to the laws of the state of California. The parties agree that any suit brought hereunder shall have venue in Sacramento, California. The parties hereby waive any claim or defense that such venue is not convenient or proper.

(1) Final Payment

Upon issuance of final payment Contractor shall release CDCR/CCHCS from all claims, demands, and liability to Contractor for all acts or omissions of CDCR/CCHCS and others relating to or arising out of this work, except for any claim previously accepted and/or in the process of resolution.

However, CDCR/CCHCS' issuance of payments generally, or of the final payment specifically, shall not waive CDCR/CCHCS' right to seek recovery of overpayments in the manner set forth in this Agreement.

(2) Invoice/Claim Payment Inquiry

Contractor shall contact the CCHCS Healthcare Invoicing Section (HIS) Help Desk at (916) 691-0699 or via email at m_HISProgramSupport@cdcr.ca.gov with any questions or clarifications regarding the health care invoice/claim submittal or dispute process. The parties shall make a first attempt in good faith to resolve the dispute or question by informal/verbal discussion(s). The parties agree that HIS should be used as a resource in resolving potential CDCR/CCHCS patient health care invoice/claim disputes. If the dispute or claim is not resolved at the Invoice/Claim Payment Inquiry level as referenced in Exhibit B – Budget Detail and Payment Provisions of the Agreement, Contractor may proceed with the First Level Appeal process outlined below.

(3) First Level Appeal

For disagreements regarding claim payments, or claim denials by HIS for a claim billed under the Agreement, Contractor may file a First Level Appeal for the Invoice/Claim, with the HIS Appeals Team at the email address HISAppealSupport@cdcr.ca.gov. If an appeal is unable to be submitted by email, it can be mailed to the following address:

California Correctional Health Care Services
HCCCMB
Attn: Post Payment Support Team
PO Box 588500, Building D-2
Elk Grove, CA 95758

The First Level Appeal must be sent with the completed Appeal Request Form, along with all relevant justification and any supporting documentation necessary to support the appeal. An electronic copy of the form can be found at https://cchcs.ca.gov/contact. All applicable fields within the form must be completed to avoid return of the appeal and delayed processing. If an appeal is submitted without the Appeal Request Form, the appeal will not be reviewed and will be rejected.

The Appeals Team shall review and process the First Level Appeal for payment or non-payment. If the review results in approval and determines that CCHCS owes additional compensation, the Appeals Team shall facilitate the reimbursement. If the review results in a denial and determines that CCHCS owes no additional compensation, the Appeals Team shall issue a written decision to Contractor via email explaining the payment denial within 30 calendar days of receipt of the appeal. If the review determines that Contractor was overpaid, the HIS Post Payment Support Team will be notified and may issue a refund recovery request to the Contractor within 60 calendar days. CCHCS, in its sole discretion, may recover overpayments in the manner set forth in Section 56, Quality Assurance and Financial Audits/Reviews of this exhibit.

(4) Second Level Appeal

If the dispute or claim is still not resolved to Contractor's satisfaction at the First Level Appeal level, Contractor may file a written Second Level Appeal using the Appeal Request Form providing additional relevant justification and any supporting documentation necessary to support the appeal. All applicable fields within the form must be completed to avoid return of the appeal and delayed processing. An electronic copy of the form can be found at https://cchcs.ca.gov/contact. If an appeal is submitted without the Appeal Request Form, the appeal will not be reviewed and will be rejected.

The Second Level Appeal can be sent to the HIS Supervisor II at HISAppealSupport@cdcr.ca.gov. If the appeal is unable to be submitted via email, it may be mailed to the following address:

California Correctional Health Care Services
HCCCMB
Attn: Post Payment Support Team Supervisor II
PO Box 588500, Building D-2
Elk Grove, CA 95758

The HIS Supervisor II or designee shall issue a written decision in response to Contractor's Second Level Appeal within 30 calendar days of receipt of the Second Level Appeal. The written decision shall either:

(a) Document the dispute settlement and what, if any, conditions were reached; or

(b) Document the reason(s) the dispute could not be resolved and provide notification to Contractor of its option to file an Administrative Resolution request within 30 calendar days of the date of the written decision.

(5) Administrative Resolution

If the dispute or claim is still not resolved to Contractor's satisfaction at the Second Level Appeal level, Contractor may file a written Administrative Resolution using the Appeal Request Form along with all relevant additional justification and any supporting documentation necessary to support the appeal. An electronic copy of the form can be found at https://cchcs.ca.gov/contact. All applicable fields within the form must be completed to avoid return of the appeal and delayed processing. If an appeal is submitted without the Appeal Request Form, the appeal will not be reviewed and will be rejected. The Administrative Resolution request can be sent to the HIS Chief at HISAppealSupport@cdcr.ca.gov. If the appeal is unable to be submitted via email, it may be mailed to the following address:

California Correctional Health Care Services
HCCCMB
Attn: Assistant Deputy Director
PO Box 588500, Building D-2
Elk Grove, CA 95758

The Administrative Resolution request must 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 CCP Section 2015.5 that the dispute, claim, or demand is made in good faith, and that the supporting data is 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 CCHCS is responsible.

The CCHCS HCCCMB Assistant Deputy Director shall make a determination on the issue and respond, in writing, within 30 calendar days of receipt of the Administrative Resolution request, indicating the written decision. Contractor shall be notified if an extension of time is necessary.

c. Utilization Management Reviews

(1) CDCR/CCHCS 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/CCHCS patients when performed by Contractor and its providers. CDCR/CCHCS 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 and were medically necessary. The utilization and performance of direct health care services to CDCR/CCHCS patients must be in accordance with applicable state law for patient health care, as well as any CCHCS practice guidelines, including the Health Care Department Operations Manual (HCDOM), California Code of Regulations (CCR), Title 15, Division 3, Chapter 1, Subchapter 4, Articles 8 and 9 and CCR, Title 15, Division 3, Chapter 2, and be in accordance with the applicable standard of care.

(2) CCHCS utilizes InterQual® Care Planning Criteria, published by McKesson Health Solutions, LLC or OPTUM, to the extent, not inconsistent with the previously cited requirements, guidelines, and standards. Requests for InterQual® criteria should be directed to CCHCS Utilization Management (UM) at: um@cdcr.ca.gov. HCDOM is available at the following link: https://www.cdcr.ca.gov/hcdom/dom/.

(a) Contractor is required to use InterQual® evidence-based criteria for all decisions on level of care and admission determinations and shall ensure that the most up to date InterQual® guidelines are consistently applied in accordance with industry standards and regulatory requirements. Failure to use InterQual® could result in a disruption of claims processing.
    i. Contractor must maintain continuous access to the most current InterQual® guidelines.

(b) Contractor must follow Centers for Medicare & Medicaid Services (CMS) Medicare rules and fee schedule. Failure to follow these guidelines could result in a disruption of claims processing.

(c) Contractor must follow nationally recognized medical associations, specialty societies, and accreditation bodies (e.g., American Medical Association, American Hospital Association, American College of Physicians) as applicable determined by CDCR/CCHCS.

(d) Contractor must follow Federal and state regulatory requirements applicable to medical claims.

(e) Contractor must follow industry-standard auditing practices and methodologies accepted by the Centers for Medicare & Medicaid Services (CMS) or other comparable oversight entities. Failure to follow these guidelines could result in a disruption of claims processing.

(3) Contractor agrees to make available to CDCR/CCHCS for purposes of utilization review, an individual CDCR/CCHCS patient's medical record upon request from a CDCR/CCHCS UM physician or UM nurse. Contractor agrees that Contractor's discharge protocols may not be applicable to all CDCR/CCHCS cases and that discharge determinations shall be with the concurrence of the CDCR/CCHCS' attending physician.

(4) Contractor acknowledges and agrees to inform its 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.

(5) Contractor acknowledges and agrees that concurrent UM reviews shall not operate to prevent or delay the delivery of emergency medical treatment.

d. Utilization Management Appeals

If Contractor disagrees with the UM review of a claim that results in a denial or disallowance of a billed service, Contractor 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 the action within the time limits contained in the appeal process. However, with the mutual consent of the parties, the time limitation for any step may be extended. If there has not been a 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 shall respond to the appeal and may not return it to a lower level.

(1) UM Claim Payment Inquiry

Contractor shall contact the HIS Help Desk at (916) 691-0699 or via email at m_HISProgramSupport@cdcr.ca.gov with any questions or clarifications regarding UM invoice/claim submittal or dispute process. The parties shall make a first attempt in good faith to resolve the dispute or question by informal discussion(s). The parties agree that HIS should be used as a resource in resolving potential CDCR/CCHCS patient UM invoice/claim disputes. If the dispute or claim is not resolved at the UM Claim Payment Inquiry level, Contractor may proceed with the First Level UM Claim Appeal process outlined below.

(2) First Level UM Claim Appeal

If the dispute or claim is still not resolved to Contractor's satisfaction at the UM Claim Payment Inquiry level, Contractor may file a written First Level UM Claim Appeal, within 30 calendar days following the date of the determination from the UM Claim Payment Inquiry, with the HIS UM Appeals Team at the following email address: HISAppealSupport@cdcr.ca.gov. If the appeal is unable to be submitted via email, it may be mailed to the following address:

California Correctional Health Care Services
HCCCMB
Attn: Post Payment Support Team
PO Box 588500, Building D-2
Elk Grove, CA 95758

The First Level UM Appeal shall be sent with the Appeal Request Form along with all relevant additional supporting documentation necessary to support the appeal. An electronic copy of the form can be found at https://cchcs.ca.gov/contact. All applicable fields within the form must be completed to avoid return of the appeal and delayed processing. If an appeal is submitted without the Appeal Request Form, the appeal will not be reviewed and will be rejected. The HIS Post Payment Support Team will evaluate the appeal and issue a written response within thirty (30) calendar days of receipt of the First Level UM Claim Appeal.

(3) Second Level UM Claim Appeal

If the dispute or claim is still not resolved to Contractor's satisfaction at the First Level UM Claim Appeal level, Contractor may file a written Second Level UM Claim Appeal, within 30 calendar days following the date of the determination from the First Level UM Claim Appeal, with the HIS Supervisor II at HISAppealSupport@cdcr.ca.gov. All applicable fields within the form must be completed to avoid return of the appeal and delayed processing. The Second Level UM Appeal must be sent with the Appeal Request Form along with all relevant additional supporting documentation necessary to support the appeal. An electronic copy of the form can be found at https://cchcs.ca.gov/contact. If an appeal is submitted without the Appeal Request Form, the appeal will not be reviewed and will be rejected. If an appeal is unable to be submitted by email, it can be mailed to the following address:

California Correctional Health Care Services
HCCCMB
Attn: Post Payment Support Team Supervisor II
PO Box 588500, Building D-2
Elk Grove, CA 95758

The HIS Supervisor II or designee shall issue a written decision in response to Contractor's Second Level UM Claim Appeal within 30 calendar days of receipt of the Second Level UM Claim Appeal. The written decision shall either:

(a) Document the dispute settlement and what, if any, conditions were reached; or

(b) Document the reason(s) the dispute could not be resolved and provide notification to Contractor of its option to file an Administrative Resolution UM Claim Appeal within 30 calendar days of the date of the written decision.

(4) Administrative Resolution UM Claim Appeal

If the dispute or claim is still not resolved to Contractor's satisfaction at the Second Level UM Claim Appeal level, Contractor may file a written Administrative Resolution UM Claim Appeal, within 30 calendar days following the date of the determination from the Second Level UM Claim Appeal, with the CCHCS HIS Assistant Deputy Director at the following email address: HISAppealSupport@cdcr.ca.gov. All applicable fields within the form must be completed to avoid return of the appeal and delayed processing. The Administrative Level UM Appeal must be sent with the Appeal Request Form along with all relevant additional supporting documentation necessary to support the appeal. An electronic copy of the form can be found at https://cchcs.ca.gov/contact. If an appeal is submitted without the Appeal Request Form, the appeal will not be reviewed and will be rejected. If the appeal is unable to be submitted via email, it may be mailed to the following address:

California Correctional Health Care Services
HCCCMB
Attn: Assistant Deputy Director
PO Box 588500, Building D-2
Elk Grove, CA 95758

The UM Claim Appeal for Administrative Resolution 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 CCP Section 2015.5 that the dispute, claim, or demand is made in good faith, and that the supporting data is 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 CCHCS is responsible.

The CCHCS HIS Assistant Deputy Director shall provide written determination on the issue and respond within 30 calendar days of receipt of the Administrative Resolution UM Claim Appeal, indicating the written decision. Contractor shall be notified if an extension of time is necessary.

e. Further Resolution

If the dispute is not resolved to Contractor's satisfaction, or Contractor has not received a written decision from CCHCS within 30 calendar days, or other mutually agreed upon extension, Contractor may thereafter pursue its right to institute other dispute resolution process(es), if any, available under the laws of the state of California.

f. Limitation of Scope of Process

The dispute process set forth in Section 2, Dispute Resolution Process provision is not applicable for contracts that have been terminated in accordance with Section 3, Right to Terminate provision of this exhibit.

g. Changes to Contact Names and Addresses

CDCR/CCHCS may change the name or address of any person or entity noted in Section 2, Dispute Resolution Process provision by providing notice in the manner provided in this Agreement, and any such change shall not require a written amendment to this Agreement.

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

a. Termination of Agreement without Cause

CDCR/CCHCS and/or Contractor may terminate this Agreement without cause by giving no less than 30 calendar days written notice to the other party. Any such termination shall be delivered via email, certified mail, or by mail via the United States Postal Service specifying the date upon which such termination becomes effective.

Notwithstanding provisions in this Agreement to the contrary, if the basis for termination without cause is the provision of services by a health care network provider, including but not limited to health plan, preferred provider organization, or other health care network manager, CDCR/CCHCS may terminate this Agreement without cause and will notify Contractor in writing when doing so.

b. Termination of Agreement for Cause

Immediate Termination

CDCR/CCHCS may immediately terminate this Agreement under any circumstances that CDCR/CCHCS determines in good faith to be a breach by Contractor of its obligations under the Agreement, including its duty to maintain organizational and financial resources in a manner reasonably likely to facilitate Contractor's current and on-going compliance with the terms of the Agreement. Examples of breaches that justify termination of the Agreement include but are not limited to the following:

(1) If CDCR/CCHCS determines that management practices adopted by Contractor or the current financial condition of Contractor interfere with the delivery of services or reduce the quality of such services.

(2) If CDCR/CCHCS determines that Contractor is failing to maintain sufficient resources to perform under the Agreement successfully. This includes but is not limited to having providers in sufficient numbers and with the skills required who are willing to provide services under the Agreement.

(3) If CDCR/CCHCS determines, based on reliable and factual information, that Contractor's actions place CDCR/CCHCS at risk for claims against CDCR/CCHCS.

(4) If CDCR/CCHCS determines there is a substantial probability that Contractor is unable to render health care services to CDCR/CCHCS patients.

(5) If CDCR/CCHCS determines that any state or federal regulatory and/or law enforcement agency has taken any enforcement action (administrative or otherwise) against Contractor, including but not limited to any investigation of Contractor or its providers.

(6) If CDCR/CCHCS determines that the institution is experiencing difficulty in securing treatment from Contractor.

(7) If CDCR/CCHCS determines that Contractor has failed to meet the terms, conditions and/or responsibilities of the Agreement.

(8) If CDCR/CCHCS determines that the services rendered were below the applicable standards of care.

c. Termination for Insolvency

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

d. Supporting Documentation

CDCR/CCHCS may require Contractor to disclose any information that CDCR/CCHCS deems necessary to determine compliance with the requirements of this Agreement, including but not limited to certified financial statements, documentation reflecting Contractor's ability to immediately provide substitute providers, and documentation reflecting Contractor's ability to comply with the indemnification requirements of this Agreement. If such information is required, Contractor will be notified and will be permitted five (5) State business days to submit the information requested. Failure to provide the requested information may be grounds for termination of the Agreement for cause.

e. Obligations Upon Termination

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

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

(1) Deliver to CDCR/CCHCS a full accounting of the status of claims.

(2) Deliver to CDCR/CCHCS all property and documents of CDCR/CCHCS that are in the custody of Contractor and its providers.

(3) Deliver to CDCR/CCHCS all reports required from this Agreement.

Despite termination, Contractor, or its solvent entity, or administrator shall report to the requested party on demand an update of the information in (1), (2), and (3) above, and any other relevant information requested by CDCR/CCHCS.

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

The termination of this Agreement shall not relieve Contractor 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 to CDCR/CCHCS, which flow from the breach, shall be deducted from any payments due to Contractor hereunder and the balance, if any, shall be paid to Contractor.

f. Alternative Arrangements Upon Termination

Upon notification of termination of this Agreement, Contractor agrees to assist CDCR/CCHCS in securing alternative arrangements for the provision of care from another CDCR/CCHCS contracted facility or

health care provider for those CDCR/CCHCS patients receiving inpatient care at the time of termination. Contractor further agrees to continue to provide adequate levels of health care services to CDCR/CCHCS patients until alternative arrangements can be obtained. The rate of pay shall be consistent with the terms of this Agreement.

Assurances Upon Termination

Upon notification of termination of this Agreement for any reason whatsoever, Contractor shall cooperate fully with CDCR/CCHCS to effectively and orderly transition CDCR/CCHCS patients to another facility. The foregoing shall include, without limitation, attending such post-termination meetings as shall be reasonably requested by CDCR/CCHCS.

g. Governing Forum and Venue

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. Forum for any suit brought hereunder shall be in California, and the venue for any suit brought hereunder shall be in the state or federal courts sitting in the County of Sacramento, California; the parties hereby waiving any claim or defense that such forum or venue is not convenient or proper. Each party agrees that any such court shall have in *personam* jurisdiction over it and consents to personal jurisdiction for this purpose in the forum chosen by the plaintiff bringing the action.

4. Remedies Other Than Termination

Notwithstanding other provisions of this Agreement, and in the sole discretion of CDCR/CCHCS, CDCR/CCHCS reserves the right to take the following actions in response to Contractor's failure to comply with the terms and conditions outlined in Exhibit A – Scope of Work, in-lieu of exercising its rights referenced in Section 3, Right to Terminate provision of this exhibit, when CDCR/CCHCS deems these remedies more appropriate:

a. Withhold payment for specified services.

b. Suspend a Contractor from providing services for a specified period.

CDCR/CCHCS reserves the State's right to execute the remedies under provisions 4a. and 4b. above, if the failure constitutes a material breach of this Agreement and if Contractor does not cure such failure within the timeframe stated in the State's corrective action plan, which in no event shall be less than 15 calendar days, unless the Exhibit A – Scope of Work, in CDCR/CCHCS' sole discretion, necessitates a shorter period.

5. Stop Work

a. CDCR/CCHCS, at any time, may issue a notice to suspend performance or stop work under this Agreement. The initial notification shall be a written directive issued by CDCR/CCHCS. Upon receipt of said notice, Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.

b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended, estimated timeframe of suspension, and how to proceed will be outlined in the initial notification. The resumption of work (in whole or part) will be at CDCR/CCHCS' discretion and upon receipt of written confirmation.

(1) Upon receipt of a suspension or stop work notification, Contractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.

(2) In the sole discretion of CDCR/CCHCS, within 60 calendar days or more of the issuance of a suspension or stop work notification, as outlined in the initial notification, CDCR/CCHCS shall either:

(a) Cancel, extend, or modify the suspension or stop work notification; or

(b) Terminate the Agreement as provided in Section 3, Right to Terminate provision of this exhibit.

c. If a suspension or stop work notification issued under this clause is cancelled or the period of suspension or any extension thereof is modified or expires, Contractor may resume work only upon written concurrence of CDCR/CCHCS.

d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.

e. If a notice to suspend performance or to stop work is issued and not cancelled, and after such issuance, this Agreement is terminated pursuant to Section 3, Right to Terminate provision of this exhibit, CDCR/CCHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.

f. CDCR/CCHCS shall not be liable to Contractor for loss of profits because of any suspension or stop work notification issued under this clause. For any service by Contractor or its providers provided under this Agreement prior to the effective date of a notice to suspend or stop work, CDCR/CCHCS shall review those services to confirm they meet the terms of the Agreement and shall in good faith make a determination whether payment is warranted.

6. Approval

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services (DGS), if required. Contractor may not commence performance until such approval has been obtained.

7. Computer Software Management Memo

Contractor 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.

8. Liability for Non-Conforming Work

Contractor will be fully responsible for ensuring that the completed work conforms to the agreed terms. CDCR/CCHCS, in its sole discretion, may use any reasonable means to cure any non-conformity. Contractor shall be responsible for reimbursing CDCR/CCHCS for any additional expenses incurred to cure such defects.

9. Liability for Loss and Damages

Any damage caused by Contractor or its provider to the State's institutions including equipment, furniture, materials, or other State property, will be repaired or replaced by Contractor 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 to Contractor under this Agreement.

10. Temporary Non-Performance

If for any reason Contractor is temporarily unable to perform/provide the services as required, CDCR/CCHCS, during the period of Contractor's actual or reasonably anticipated inability to perform, has and can use its right to obtain replacement or supplemental services of the same type, by any reasonable and/or necessary means. Upon notice by CDCR/CCHCS to Contractor of the details and costs incurred in obtaining any such replacement or supplemental services, Contractor shall promptly reimburse CDCR/CCHCS for such costs. CDCR/CCHCS has the alternative option of recovering such costs by withholding the same from any amounts still due from CDCR/CCHCS to Contractor under the Agreement. For purposes of this section, "temporarily unable" means an inability of Contractor to provide the contracted services, lasting for at least one (1) calendar day. If Contractor is unable to perform for five (5) calendar days or more, consecutively or cumulatively, CDCR/CCHCS may consider the non-performance to be a breach of contract and take any appropriate action, which could include termination of the Agreement for failure to perform.

11. Accounting Principles/No Dual Compensation

Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; Contractor cannot receive simultaneous compensation from two (2) or more funding sources for the same services performed even though both funding sources could benefit.

12. Subcontractor/Provider

Contractor is required to identify all subcontractors or service providers who will, on behalf of or as arranged by or through Contractor, perform labor or render services in the performance of this Agreement. Additionally, Contractor shall notify CDCR/CCHCS within ten (10) State business days of any changes to the subcontractor/provider information.

13. Contractors/Providers/Employees of Contractor/Independent Contractors/Subcontractors Compliance with All Laws

Contractor shall be familiar with and agree to follow all requirements of this Agreement and all federal, state, and local statutes and regulations applicable to performance of this Agreement. Contractor shall also ensure that providers are familiar with and agree to follow all requirements of this Agreement and all federal, state, and local statutes and regulations applicable to performance of this Agreement.

Although Contractor and its providers are independent contractors, not employees, of CDCR/CCHCS, or the State, Contractor agrees that, due to the close proximity among CDCR/CCHCS employees, providers, and CDCR/CCHCS patients, providers performing services on the grounds of an institution shall adhere to the same requirements for CDCR/CCHCS employees as set forth in the CCR, Title 15, Division 3, Chapter 1, Subchapter 5, Article 2.

14. Independent Contractor

Contractors, Subcontractors, and providers in performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of CDCR/CCHCS, or the State.

15. Expatriate Corporations

Contractor shall be eligible to contract with CDCR/CCHCS and shall not be an expatriate corporation or a subsidiary of an expatriate corporation as set forth in Public Contract Code (PCC) Sections 10286 and 10286.1.

16. Provider (CDCR/CCHCS Approval/Disapproval of Contractor's Provider)

Contractor has the sole responsibility to find and provide the providers it needs to meet its obligations under this Agreement.

a. It is hereby agreed that CDCR/CCHCS has the following rights to be exercised in CDCR/CCHCS' sole discretion:

(1) The right to approve or disapprove the initial or continuing use of any provider proposed to CDCR/CCHCS by Contractor in advance of such provider being used to render services to CDCR/CCHCS under the Agreement; it is agreed that no such provider shall render services without advance approval by CDCR/CCHCS.

(2) The right to disapprove the initial or continuing use of Contractor's provider due to them violating the terms of this Agreement.

(3) The right to disapprove the initial or continuing use of Contractor's provider when they violate CDCR/CCHCS custody and/or safety requirements and rules, along with having criminal convictions, actions pending, and/or in-process.

(4) The right to disapprove the initial or continuing use of Contractor's provider who has been terminated from or in the process of being terminated from a federal, state, county, or local agency due to disciplinary reasons as an employee.

(5) The right to disapprove the initial or continuing use of Contractor's provider due to them having been released from providing contracted services with another federal, state, county, or local agency for violating the terms of the contracts, licensure suspensions, pending licensure actions, fraudulent medical billing, poor patient outcomes documented, and/or failure to perform services as needed.

(6) The right to request a specific provider for a specific service or patient need. Such a request is not binding on Contractor, and Contractor's inability to accommodate such a request will not be considered a breach of the Agreement.

(7) The right to require Contractor to provide a substitute provider for one either unavailable or disapproved.

(8) The right to approve Contractor's substitution of provider, whether substitution was initiated by CDCR/CCHCS or Contractor, prior to the substitute provider commencing work.

(9) Based on the reason for disapproval of Contractor's provider, CDCR/CCHCS reserves the right to request the removal be made on a temporary and/or permanent basis and for an individual institution and/or statewide institution basis. The determination for length of time and location(s) will be provided to Contractor by the CCHCS Direct Care Contracts Section.

b. CDCR/CCHCS may approve or reject a Contractor's provider, as determined by the Chief Executive Officer, Chief Medical Executive, Headquarters Direct Care Contracting staff, or their designee. Reasons may be submitted verbally or in writing. Contractors should track disapproval reasons to monitor and improve their provider submission processes, reducing future disapprovals.

If any approved provider of Contractor is unable to perform, even if due to factors beyond Contractor's control, Contractor shall timely offer substitute provider(s) to CDCR/CCHCS.

c. Contractor shall immediately report in writing to CDCR/CCHCS the resignation, dismissal, or other unavailability of any providers whose unavailability has the potential to impede Contractor's full and timely compliance with the Agreement. Contractor's report shall include a description of the manner in which it has filled those positions or intends to fill them in a manner that minimizes the risk of Contractor's non-compliance with the Agreement. CDCR/CCHCS may immediately terminate the Agreement if, in its sole discretion, it concludes that Contractor's staffing plan or actions renders it unable to satisfactorily meet its obligations under the Agreement.

d. Contractor shall notify CDCR/CCHCS immediately of any changes to its providers performing services under the contract to reduce and eliminate any untimely service interruptions or CDCR/CCHCS patient care disruption. In addition, upon a provider's departure or release, Contractor shall recover and return any State-issued identification provided to Contractor's providers to the institution where services were last performed or mailed to the DCCS at the following address:

California Correctional Health Care Services
Direct Care Contracts Section
PO Box 588500, Building D
Elk Grove, CA 95758

17. Restricted Employment Areas

a. Ex-offenders shall not be hired or assigned work in areas which provide access to:

(1) Any records pertaining to free staff.

(2) Sensitive personal or medical information on CDCR/CCHCS patients.

b. These areas include but are not limited to the following:

(1) Medical
(2) Personnel
(3) Records
(4) Accounting
(5) Data processing

Contractor shall be responsible for all damages associated with breach of this provision.

18. Electronic Waste Recycling

Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Public Resources Code, Division 30, Part 3, Chapter 8.5, Article 1, Section 42460, et seq., relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that substantiate compliance. CDCR/CCHCS' electronic data stored upon any contractor or provider device shall be returned to CDCR/CCHCS immediately and Contractor shall certify that CDCR/CCHCS' data is removed from Contractor's and provider's devices by either degaussing or shredding per National Institute of Standards and Technology (NIST) Special Publication Series 800-88 Revision 1 and National Industrial Security Program Operating Manual (DoD 5220.22-M) and Clearing and Sanitization Matrix based on The National Security Agency Central Security Service NSA/CSS Policy Manual 9-12, "Storage Device Sanitization Manual."

19. Licenses and Permits

Contractor shall be an individual or firm licensed to do business in California and shall obtain, at Contractor's expense, all license(s) and/or permit(s) required by law for Contractor and provider to render any services 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, Contractor agrees to provide CDCR/CCHCS with a copy of the renewed license(s) and/or permit(s) within 30 calendar days following the expiration date. In the event Contractor and/or its providers fail to remain in compliance with all required license(s) and/or permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

In the event of any conflict, the requirements set forth elsewhere in this Agreement shall govern over the requirements of this provision.

20. Non-Discrimination Clause

a. During the performance of this Agreement, Contractor and its subcontractors or other providers, shall not unlawfully discriminate, harass, or allow harassment against any existing provider or applicant for employment or work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall ensure that the evaluation and treatment of all such providers and applicants are free from such discrimination and harassment. Contractor shall ensure that all persons or entities involved in providing services via Contractor and this Agreement, shall comply with the provision*s* of the Fair Employment and Housing Act, Government Code (GC) Section 12990 and the applicable regulations promulgated thereunder (CCR, Title 2, § 11000 et seq.). Contractor shall certify compliance with the Unruh Civil Rights Act (California Civil Code Section 51) and the Fair Employment and Housing Act (GC § 12960). The applicable regulations of the Fair Employment and Housing Council implementing GC Section 12990, set forth in CCR, Title 2, Division 4.1, Chapter 5, Subchapter 5, is incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor shall ensure that it and its subcontractor*s* shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

b. Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

21. Child Support Compliance

For any Agreement more than $100,000, Contractor acknowledges in accordance with PCC Section 7110, that:

a. 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 Family Code, Division 9, Part 5, Chapter 8 (commencing with Section 5200).

b. Contractor shall fully comply with all requirements for honoring any earnings assignment order against its providers and/or for providing the names of its providers to the New Hire Registry maintained by the California Employment Development Department.

22. Certification Clauses

The Contractor Certification Clauses contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

23. 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.

Permits and Certifications from California Department of Tax and Fee Administration

This Agreement shall be subject to all requirements as set forth in Revenue and Taxation Code Sections 6452.1, 6487, 6487.3, 7101, and 18510, and PCC Section 10295.1 requiring suppliers to provide, as applicable, a copy of their seller's permit or certification of registration and, if applicable, the permit or certification of all participating affiliates, issued by California Department of Tax and Fee Administration. Effective January 1, 2004, awarding departments shall obtain, prior to award, copies of the permits or certifications from the proposed awardees. Failure of the supplier to comply by supplying the required permit or certification will cause the supplier's proposal response to be considered non-responsive and their proposal rejected. Unless otherwise specified in this Agreement, a copy of the seller's permit or certification of registration shall be supplied within five State business days of the request made by the State.

24. Unenforceable Provisions

If any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement remain in full force and effect.

25. Priority Hiring Considerations

If this contract includes services more than $200,000, Contractor shall give priority consideration in filling vacancies in positions funded by the contract to qualified recipients of aid under Welfare and Institutions Code (WIC) Section 11200, et seq. in accordance with PCC Section 10353.

26. Conflict of Interest

Contractor and its providers shall abide by the provisions of GC Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., PCC Sections 10335 et seq., and 10410 et seq., CCR, Title 2, Sections 18700 et seq., and Title 15, Section 3409, and the CDCR Department Operations Manual (DOM) Section 31100, et seq. regarding conflicts of interest.

a. Contractors and Contractor's Providers Acting in a Consultant Capacity

Consultant contractors 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 30 calendar days after the expiration of the Agreement. Generally, service contractors (other than consultant contractors required to file as above) and their providers shall be required to file a FPPC Form 700 if requested by CDCR/CCHCS, whenever it appears that a conflict of interest may be an issue, or if one of the following exists:

(1) The Agreement service has been identified by CDCR/CCHCS as one where there is a greater likelihood that a conflict of interest may occur; or

(2) Contractor and/or provider, pursuant to the Agreement, makes or influences a governmental decision; or

(3) Contractor and/or provider serves in a staff capacity with CDCR/CCHCS, and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for CDCR/CCHCS that would otherwise be performed by an individual holding a position specified in CDCR/CCHCS' 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, of 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.

(3) In addition to the above, officers 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 person.

(c) Losing independence or impartiality.

(d) Making a decision outside of official channels.

(e) Affecting adversely the confidence of the public or local officials in the integrity of the program.

(4) Officers and employees shall 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 (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 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.

(3) Contractor shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to CDCR incarcerated persons/parolees. Contractor shall not employ or offer to employ CDCR incarcerated persons/parolees either directly or indirectly through an affiliated company, person, or business unless specifically authorized in writing by CDCR/CCHCS. In addition, Contractor shall not either directly or indirectly through an affiliated company, person, or business engage in financial dealings with CDCR incarcerated persons/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 CDCR/CCHCS. 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 Contractor, or which is fully or partially owned (more than 5% ownership) or controlled (any percentage) by Contractor or by Contractor'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 fully or partially owned or controlled, either directly or indirectly, by Contractor or by Contractor's owners, officers, principals, directors, and/or shareholders.

Contractor 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.

If Contractor violates any provision of the above paragraphs, CDCR/CCHCS in its sole discretion, may immediately terminate this Agreement.

27. Contractor's Obligation to Inform

Contractor shall have a continuing duty to keep the State fully informed in writing in a timely manner of any material changes in Contractor'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 California Secretary of State; and any other material changes in Contractor's business status or structure that could affect the performance of Contractor's duties under the Agreement.

28. Disclosure

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

29. Security Clearance/Fingerprinting/Live Scan

The State reserves the right to conduct fingerprinting and security clearances 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, to permit Contractor and its provider access to State premises, which includes any CDCR institution. Contractor is responsible for ensuring that Contractor and its providers have completed and submitted all required documents necessary to complete the gate clearance and Live Scan process, prior to commencing services under the Agreement. Contractor and its providers may be required to attend CDCR/CCHCS orientation or training after being gate cleared but shall not render direct health care services to CDCR/CCHCS patients under this Agreement until the CDCR Live Scan process is complete and clearance is obtained. The State reserves the right to terminate the Agreement, reject and/or restrict access of Contractor and its providers, if a threat to security is determined.

30. Non-Eligible Alien Certification

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

Provisions 33 through 38 apply to services provided on departmental and/or institution grounds:

31. Compliance With Requirements of the Americans With Disabilities Act

Notwithstanding any other Act, statute, regulation or policy, affiliate agrees to conform to all practices, procedures, and policies with respect to any and all interactions with CDCR/CCHCS patients who are the intended beneficiary of this Agreement in accordance with the Americans with Disabilities Act and the Armstrong Remedial Plan as ordered by the United States District Court for the Northern District of California in *Armstrong v. Newsom* (Case C94-2307-CW) on January 3, 2001 (filed February 7, 2001), and amended September 9, 2006, September 11, 2007, and December 29, 2014, and with the intent and purpose to avoid and eliminate discrimination against CDCR incarcerated persons, and parolees with disabilities as defined under the Act and guidelines for compliance in accordance with the Armstrong Remedial Plan, provide equal access to care for those defined as qualifying classes of individuals, and ensure effective communication between providers, staff, incarcerated persons, and parolees at all levels of interaction from assessment and triage, emergency, inpatient, outpatient, surgical or other clinically relevant encounters given the particular accommodation needs of CDCR/CCHCS patients who are receiving care under this Agreement.

32. Bloodborne Pathogens

Contractor and its providers shall adhere to the California Division of Occupational Safety and Health (Cal/OSHA) regulations and guidelines pertaining to bloodborne pathogens.

33. Tuberculosis (TB) Testing

In the event that the services required under this Agreement may be performed within an institution, office or community-based program, Contractor and its providers who are assigned to work with, near, or around CDCR/CCHCS patients shall be required to be examined and tested or medically evaluated by a licensed health care provider for TB in an infectious or contagious stage, prior to the performance of contracted duties and at least once a year thereafter (within 12 months of their initial or previous TB test under this contract), or more often as directed by CDCR/CCHCS.

Contractor and its providers who may have any contact (physical or nonphysical) with CDCR/CCHCS patients, shall be required to furnish to CDCR/CCHCS, at no cost to CDCR/CCHCS, a documented TB evaluation/test for TB infection (Tuberculin Skin Test or a blood test, Interferon Gamma Release Assay) using Tuberculin Skin Test and Evaluation (CDCR 7336), that has been completed within the 30 days prior to the commencement of the contracted duties associated with this Agreement. Each evaluation/test shall certify that Contractor and its providers are free of TB in an infectious or contagious stage by a licensed health care provider, prior to assuming their contracted duties. Contractor is required to provide an updated Tuberculin Skin Test and Evaluation (CDCR 7336) for each provider annually thereafter for the duration of this Agreement.

34. Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Incarcerated Persons

Contractor assumes the obligation to ensure that all of its providers, staff, subcontractors, or associated agents, including its health care service providers, who are expected to work in and around CDCR incarcerated persons are, prior to such work or contact with CDCR incarcerated persons, apprised of the laws, rules, and regulations governing conduct with CDCR incarcerated persons. Individuals who are not employees of CDCR/CCHCS, but who are working in and around CDCR incarcerated persons, who are incarcerated, are to apprise themselves of the laws, rules, and regulations governing conduct in associating with CDCR incarcerated persons. Prior to initial entry onto institution or campgrounds, Contractor will receive a summary of the pertinent rules and regulations regarding conduct when non-departmental employees encounter CDCR incarcerated persons.

By signing this contract, Contractor agrees that if the provisions of the contract require Contractor or its providers to enter an institution, Contractor and its provider shall be made aware of and shall abide by the following laws, rules, and regulations governing conduct in associating with CDCR incarcerated persons.

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

   SOURCE: California Penal Code §§ 5054 and 5058; CCR, Title 15, §§ 3283, 3285, 3289, 3292, and 3415.

b. CDCR does not recognize hostages for bargaining purposes. CDCR has a “NO HOSTAGE” policy and all incarcerated persons, visitors, nonemployees, and employees shall be made aware of this.

   SOURCE: California Penal Code §§ 5054 and 5058; CCR, Title 15, §§ 3304.

c. All persons entering onto institution 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 or restrictions to visiting or facility access.

   SOURCE: California Penal Code §§ 2601, 5054, and 5058; CCR, Title 15, §§ 3173, 3267, 3288, 3289, and 3292.

d. Persons normally permitted to enter an institution, or camp, may be barred for cause by the CDCR Secretary, Director of Division of Adult Institutions (DAI), Warden, Regional Parole Administrator, and/or their designee.

   SOURCE: California Penal Code §§ 2086, 5054, and 5058; CCR, Title 15, §§ 3283, and 3289.

e. It is illegal for an individual who has been previously convicted of a felony offense to enter CDCR institutions, or camps in the nighttime, without the prior approval of the Warden or officer in charge. 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: California Penal Code §§ 602, 4570.5, and 4571; CCR, Title 15, §§ 3173, 3283, and 3289.

f. Encouraging and/or assisting CDCR incarcerated persons to escape are a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions or camp premises. It is illegal to give CDCR incarcerated persons firearms, explosives, alcoholic beverages, wireless communication devices or components thereof, tobacco products, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana.

   SOURCE: California Penal Code §§ 2772, 2790, 4535, 4550, 4573, 4573.5, 4573.6, 4574, 4576, and 5030.1; CCR, Title 15, §§ 3172.1, 3188, and 3292.

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

   SOURCE: California Penal Code §§ 2540, 2541, and 4570; CCR, Title 15, §§ 3010, 3399, 3401, 3424, and 3425.

h. In an emergency, the visiting program and other incarcerated person program activities may be suspended by the Warden or designee.

SOURCE: California Penal Code §§ 2086 and 2601; CCR, Title 15, §§ 3383.

i. For security reasons, volunteers, media, contractors, dignitaries, and guests shall not wear clothing that in any way resembles State-issued incarcerated person clothing (blue denim shirts, blue denim pants).

SOURCE: CCR, Title 15, §§ 3174 and 3349.2.3(g) (3) (B).

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

SOURCE: CCR, Title 15, §§ 3261.5.

k. End of Life Option Act: Prohibited Activities

Regarding CDCR/CCHCS patients, all participation in activities under the End of Life Option Act, i.e., related to patients accessing aid-in-dying drugs, is prohibited. CDCR/CCHCS shall not participate in or allow its employees, independent contractors, or other persons or entities, including other health care providers, to participate in activities under the End of Life Option Act, on premises owned or under the management or under direct control of CDCR, or while acting within the course and scope of any employment by, or contract with, CDCR or CCHCS. Consistent with this policy, patients shall not be permitted access to aid-in-dying drugs under the End of Life Option Act. CCHCS shall continue to offer patients end of life care, including counseling, hospice, and palliative care.

SOURCE: California Health and Safety Code, Division 1, Part 1.85, Section 443, et seq.; CCHCS, HCDOM, Chapter 3, Article 1, Section 3.1.17, Palliative Care and Treatment; CCHCS, HCDOM, Chapter 2, Article 1, Section 2.1.5 End of Life Option Act: Exemption.

35. Prison Rape Elimination Policy

CDCR/CCHCS is committed to providing a safe, humane, secure environment, and free from sexual misconduct. This will be accomplished by maintaining a program to ensure education/prevention, detection, response, investigation and tracking of sexual misconduct, and to address successful community re-entry of the victim. CDCR/CCHCS shall maintain zero tolerance for sexual misconduct in its institutions or camps and for all offenders under its jurisdiction. All sexual misconduct is strictly prohibited.

Contractor shall ensure that it and all its providers, with respect to any proposed or actual work for CDCR/CCHCS, know and comply with the Prison Rape Elimination Policy, which can be found in the DOM, Chapter 5, Article 44.

Contractor and its providers performing services on-site at institutions or camps are responsible for reviewing the Health Care On-Site Contractor's Orientation handbook (Handbook) and signing the Self-Certification Acknowledgement at the end of the Handbook. The Handbook may be located on the internet at the following link:

https://cchcs.ca.gov/project_rfp/

Contractor and its providers shall provide a copy of the Self-Certification Acknowledgment to all institutions, for which Contractor or its providers are contracted to provide services. By signing the acknowledgement, Contractor and its providers are acknowledging the Prison Rape Elimination Policy Requirements as part of

the orientation self-certification. A copy of the acknowledgement shall be maintained by Contractor and presented upon request by CDCR/CCHCS.

36. Provider's Compliance with Institution Requirements

By entering into this Agreement, Contractor agrees to adhere to the Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Incarcerated persons (previously titled Secretary's Digest of Laws Related to Association with Prison Incarcerated persons), and other bylaws, rules, policies, and procedures that apply to CDCR institutions, maintain all CDCR security measures, and provide a safe work environment at all times. Contractor agrees that, prior to commencing service under this Agreement at an institution, all Contractor's providers shall agree to adhere to these requirements. CDCR/CCHCS shall furnish Contractor with a copy of the Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Incarcerated persons (CDCR 181) upon request. CDCR's rules, policies, and procedures include the following requirements, with which Contractor and its providers shall comply:

a. Required documents to be carried (e.g., license(s), CDCR identification badge, registry identification, if applicable)

b. Incarcerated person security policies and procedures (e.g., no cell phones, pagers, recording devices)

c. Reporting for beginning/ending of shift assignment

d. Uniform or dress code

e. Reporting of personal illness

f. Background investigations, fingerprinting

g. Authorization to be on CDCR premises limited to scheduled work hours or orientation

h. Rules governing gate clearance requirements

i. Administrative and related service provided policies and procedures

j. Infection control

k. Cal/OSHA regulations relating to Bloodborne Pathogens

l. CDCR TB Exposure Control Plan

m. 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

n. Sexual Harassment

o. Workplace Violence Prevention Program (WVPP) Zero Tolerance Policy

p. Use of Force

Contractor and its providers shall comply with all requirements noted above.

Contractor and its providers may be required to attend an orientation class to review these requirements, as determined by CDCR/CCHCS, upon execution of this agreement.

Gate Clearance

Contractor and its providers shall be cleared prior to providing services. Contractor will be required to complete a Request for Gate Clearance for all its providers and other persons entering the institution at a minimum of ten (10) State business days prior to commencement of service. The Request for Gate Clearance shall 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 institution contract liaison or his/her designee. CDCR/CCHCS may use the Request for Gate Clearance to run a California Law Enforcement Telecommunications System check and/or Live Scan. The check will include Department of Motor Vehicles check, Wants and Warrants check, and Criminal History check.

Gate clearance and/or Live Scan may be denied for the following reasons including but not limited to: non-disclosure of pertinent information to background check; 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; individual has deliberately falsified his/her identity; and/or the individual has not complied with any other requirement of this Agreement.

CDCR/CCHCS may deny gate clearance for Contractor or its provider or decline Contractor or its provider from being allowed to provide services, at one or more institutions. A determination to deny access to one or more institution under this Agreement may, in the sole discretion of CDCR/CCHCS, apply to other contracts under which Contractor or its providers render services. CDCR/CCHCS may prepare and disseminate a list of the names of persons whose gate clearance has been denied, via a process to be determined in CDCR/CCHCS' sole discretion. This list shall be a public record.

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

Unless the Agreement contains express language to the contrary, CDCR/CCHCS shall not compensate Contractor for time spent by Contractor or its providers clearing the institution gate, or for time traveling to or from the medical clinic or other location at the institution where health care services are provided.

37. Disabled Veteran Business Enterprise (DVBE)

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

If this Agreement is exempt from DVBE requirements, CDCR/CCHCS 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.

38. Amendments

The State reserves the right to exercise the optional years included in this agreement at the rates and maximum dollar amount per year as the proposed amounts through an amendment signed by both parties. All agreement amendments are subject to satisfactory performance, funding availability and may require approval from the DGS/OLS.

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 understandings or agreements, not incorporated in the

Agreement, are binding on any of the parties. CDCR institution executives and staff do not have authority to make oral or written amendments to this Agreement.

39. Assignment

No assignment of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understandings or agreements, not incorporated in the Agreement, are binding on any of the parties. CDCR institution executives and staff do not have authority to make oral or written amendments to this Agreement.

40. Insurance Requirements

CDCR/CCHCS may waive application of portions or all this provision.

CDCR/CCHCS must be listed as an additional insured under the Contractor's insurance during the term of this Agreement, including any amendments. Contractor shall furnish to the State evidence of such coverage, prior to approval of the Agreement and upon request from CDCR/CCHCS during the term of this Agreement, including any amendments. CDCR/CCHCS may, in its sole discretion, change the list of State employees, officials, representatives, or other State-related entities or persons who are certificate holders or insured under Contractor's insurance as required herein, by providing notice in the manner provided in this Agreement, and any such change shall not require a written amendment to this Agreement.

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 services, Contractor shall furnish to the State evidence of valid coverage, on behalf of Contractor and any provider required by this Agreement to be covered by insurance. 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 Contractor'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 ensure any premises owned, leased, or otherwise used by or under the control of the State. It does, however, serve to provide the State with proof that Contractor and any provider are insured at the minimum levels required by the State of California.

Contractor agrees that any liability insurance required in the performance of this Agreement shall always be in effect during the term of this Agreement. In the event said insurance coverage expires or is cancelled at any time during the term of this Agreement, Contractor agrees to give at least 30 calendar days written notice to the State before said expiration date or immediate 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 in CDCR/CCHCS' discretion, for a period of less than one year. CDCR/CCHCS and the DGS reserve the right to verify Contractor's evidence of coverage; evidence of coverage is subject to the approval of the DGS. In the event Contractor or its provider fails to keep insurance coverage as required herein in effect at all times, the State reserves the right to terminate this Agreement and seek any other remedies afforded by the laws of the state of California.

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

It is necessary for some policies to include the State of California, its officers, agents, and employees as additional insured, but only with respect to services performed under the Agreement. Contractor hereby represents and warrants that Contractor is currently and shall remain, for the duration of this Agreement at Contractor's own expense, insured as follows:

a. Commercial General Liability (if applicable for the contract services type)

Contractor agrees to carry a minimum of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage liability combined (Required only if the services are provided at Contractor's facility/office or if equipment to be brought to the institution for performance of service. Not required for Specialty Physician Services provided on-site at the institution).

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

The California Department of Corrections and Rehabilitation (CDCR) and California Correctional Health Care Services (CCHCS) shall be named as the "Certificate Holder" and include the following language:

State of California
California Department of Corrections and Rehabilitation (CDCR)
California Correctional Health Care Services (CCHCS)
Direct Care Contracts Section
PO Box 588500, Building D
Elk Grove, CA 95758

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 for the contract services type)

Contractor shall ensure that it and all its providers who drive personal vehicles to, or on-site at the institution, maintain motor vehicle insurance liability coverage, as required by the State of California for the operation of a personal vehicle and maintain a copy of that coverage, should CDCR/CCHCS request it for purposes of a review or vehicle incident at a CDCR institution.

Contractor agrees to carry automobile liability coverage of a minimum of $1,000,000 per claim if providing ambulance services or services using mobile vehicle MRI, CT, or mammography equipment on institution grounds.

Proof of motor vehicle insurance liability shall be provided prior to the Agreement approval. Contractor shall be responsible for ensuring it is maintained throughout the term of the Agreement.

c. Professional Liability (if applicable for the contract services type)

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

Proof of professional liability insurance shall be provided prior to the Agreement approval. Contractor shall be responsible for ensuring it is maintained throughout the term of the Agreement.

d. Workers' Compensation (if applicable for the contract services type)

Contractor hereby represents and warrants that Contractor is currently and shall, for the duration of this Agreement, carry workers' compensation insurance, at Contractor's expense, or that it is self-insured through a policy acceptable to CDCR/CCHCS, for Contractor and all its providers. Such coverage will be a condition of CDCR/CCHCS' obligation to pay for services provided under this Agreement.

Workers' compensation coverage is only applicable to this Agreement if Contractor is required, under relevant statute, regulation, or Court opinion, to provide workers' compensation coverage for performance

of services under this Agreement. However, Contractor shall furnish, within three (3) State business days following CDCR/CCHCS' request, either:

(1) A copy of the certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Contractor's insurance carrier reflecting workers' compensation coverage for all providers; or

(2) Written confirmation, in a manner defined by CDCR/CCHCS, that workers' compensation coverage is not required for provider.

e. Aircraft Liability (if applicable for the contract services type)

Contractor agrees to carry a minimum of $5,000,000 per claim for bodily injury and property damage liability combined.

The policy shall include the State of California, its officers, agents, and employees as additional insured, but only with respect to work performed for the State of California.

f. Additional Insurance Provisions

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 Contractor fails to ensure the proper insurance coverage always remains in effect for Contractor and its providers, the State may, in addition to any other remedies it may have, terminate the Agreement. Such coverage as referenced shall be a condition of CDCR/CCHCS' obligation to pay for services provided under this Agreement. 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 Contractor's insurance carrier or proof of self-insurance. Binders are not acceptable as evidence of coverage per California Insurance Code Section 382.5.

Contractor also agrees to indemnify, defend and hold harmless the State, its officers, agents, and employees from all claims by provider, and/or anyone representing Contractor, related to any non-performance of this section.

By signing this Agreement, Contractor confirms that the liability insurance carrier has knowledge of Contractor's extension of services to CDCR/CCHCS patients. Such action conveys no coverage to the State under Contractor'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.

41. Notice of Attorney General Provision – California Government Code Section 12511.5

The Attorney General may defend a public or private provider of health care, as defined in California Civil Code Section 56.05, including Contractor and its providers against any claim that the civil rights of a person in state custody were violated in the provision of health care services, where those services were provided under contract with, or under the control of, CDCR/CCHCS. Defense of the provider of health care is conditioned upon maintaining insurance for professional negligence, as required under this Agreement.

42. Authority

Contractor hereby recognizes that this Agreement is entered into under the authority of 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 CCR, Title 15, which authorizes the Secretary of CDCR to contract for the provision of incarcerated person health care services.

Contractor hereby recognizes that this Agreement is also entered into under the authority of the Receiver appointed under *Plata v. Newsom* in United States District Court for the Northern District of California, Case No. C01-1351-JST, which places the responsibility for all medical care of CDCR institutionalized public offenders with the Receiver. During the existence of the Receivership, references in this Agreement to "California Department of Corrections and Rehabilitation," "CDCR," "California Correctional Health Care Services," "CCHCS," "California Department of Corrections and Rehabilitation/California Correctional Health Care Services," and "CDCR/CCHCS" shall all refer to the area of California Department of Corrections and Rehabilitation, California Correctional Health Care Services, that reports to the Receiver.

43. Small Business and DVBE Participation – Commercially Useful Functions

This Agreement shall be subject to all requirements as set forth in Assembly Bill (AB) 669, Statutes of 2003, pertaining to the following code sections: GC Sections 14837, 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 shall 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 proposal response to be considered non-responsive and their proposal will be rejected. Also, Contractors found to be in violation of certain provisions contained within these code sections may be subject to loss of certification, penalties, and Agreement cancellation.

44. Duly Organized

Contractor is duly organized, qualified and validly exists in the State under which laws it is organized and in good standing under the laws of this State and in all other jurisdictions where Contractor conducts business. Contractor 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 and perform its obligations under this Agreement.

45. Authorizations

Contractor 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.

46. Reimbursement for the Paroled

Contractor understands and agrees that CDCR/CCHCS does not have statutory authority to render payment for services provided to parolees (CCR, Title 15, § 3999.410), except for services provided to medical parolees (California Penal Code § 3550). CDCR/CCHCS shall make a good faith effort to notify Contractor if a CDCR/CCHCS patient's parole date is expected to occur while the CDCR/CCHCS patient is under Contractor's care.

CDCR/CCHCS shall 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.

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.

c. Transfer to outpatient care within the area of the parole release.

Contractor agrees that under no circumstances shall the parole date prevent a CDCR/CCHCS from receiving emergency medical services or result in the premature discharge of a CDCR/CCHCS patient.

47. Contracts Exempt from Public Disclosure

Government Code Section 6254.14 exempts CDCR/CCHCS from publicly disclosing the terms and conditions of its negotiated health care agreements. Except for required disclosures set forth in GC Section 6254.14, Contractor agrees 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.

48. Health Records

a. Health records shall be kept in accordance with CCR, Title 22, Section 70751, on all CDCR/CCHCS patients admitted for treatment and CDCR/CCHCS patients receiving emergency services, outpatient services, and/or outpatient surgeries. All required CDCR/CCHCS patients health records, either originals or accurate reproduction of the contents of such originals, shall be maintained by Contractor in such form as to be legible and readily available upon request by authorized representatives of CDCR/CCHCS, and any other person authorized by law to make such a request.

b. Contractor shall safeguard the information in all health records of CDCR/CCHCS patients against loss, defacement, tampering, or use by unauthorized persons per Section 54, Confidentiality of Health Information provision, below.

c. CDCR/CCHCS patients health records including x-ray films or reproductions thereof, shall be preserved safely for a minimum of seven (7) years following discharge of the CDCR/CCHCS patients in accordance with CCR, Title 22, Section 70751.

d. Contractor shall provide copies of CDCR/CCHCS patients health records or information within health records, as requested by CDCR/CCHCS, at no additional charge.

49. Right to Receive and Release Information

For the purposes of enforcing or interpreting this Agreement or resolving any dispute regarding the provisions under this Agreement, whether administrative or health care-related, both parties agree to share all relevant information, including CDCR/CCHCS' patient data, subject to applicable law.

50. Confidentiality of Health Information

CDCR/CCHCS and Contractor agree that all CDCR/CCHCS patients 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.

Contractor by acceptance of this Agreement is subject to all of the requirements of the federal regulations implementing the Health Insurance Portability and Accountability Act (HIPAA) of 1996; the Health Information Technology for Economic and Clinical Health Act - Public Law 111-005 (HITECH Act), the related privacy and security regulations in Code of Federal Regulations, Title 45, Parts 160 and 164, GC Section 11019.9, California Civil Code Sections 56, et seq., and 1798, et seq., regarding the collections, maintenance, and disclosure of personal and confidential information about individuals. - Incorporated herein is a HIPAA Business Associate Agreement, which memorializes the parties' duties and obligations with respect to the protection, use, and disclosure of protected health information.

51. Confidentiality of Data

All financial, statistical, personal, technical and other data and information relating to the 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 Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.

If the methods and procedures employed by Contractor for the protection of Contractor'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. Contractor shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in Contractor's possession that is independently developed by Contractor 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 Contractor 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.

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

52. Provider Misconduct and/or Contractor, Employee of Contractor, Subcontractor, Independent Contractor Misconduct

Agreements with Private Entities

During the performance of this Agreement, it shall be the responsibility of Contractor whenever there is an allegation of provider misconduct associated with and directly impacting CDCR/CCHCS patients and/or parolee rights, to immediately notify CDCR/CCHCS of the incident(s), to cause an investigation to be conducted, and to provide CDCR/CCHCS with all relevant information pertaining to the incident(s). All relevant information includes but is not limited to:

a. Investigative reports.

b. Access to CDCR/CCHCS patients/parolees and the associated staff.

c. Access to provider personnel records.

d. Information reasonably necessary to assure CDCR/CCHCS that CDCR/CCHCS' patients, and/or parolees are not or have not been deprived of any legal rights as required by law, regulation, policy, and procedures.

e. Written evidence that Contractor has taken such remedial action, in the event of employee misconduct with CDCR/CCHCS' patients and/or parolees, as will assure against a repetition of the incident(s).

Notwithstanding the foregoing, and without waiving any obligation of Contractor, CDCR/CCHCS retains the power to conduct an independent investigation of any incident(s). Furthermore, it is the responsibility of Contractor to include the foregoing terms within all agreements with its providers, requiring that providers agree to the jurisdiction of CDCR/CCHCS to conduct an investigation of their facility and staff, including review of provider's personnel records, as a condition of the Agreement.

53. Physician Ownership and Referral Act of 1993

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

Contractor 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 Contractor is located where there is no alternative provider of service within either 25 miles or 40 minutes traveling time. Contractor shall disclose, in writing, to CDCR/CCHCS Contractor's financial interest at the time of referral or request for consultation. In no event will this prohibit CDCR/CCHCS patients from receiving emergency health care services.

54. Quality Assurance

Contractor agrees to maintain an active, systematic process based on objective and measurable criteria by which to monitor and evaluate the quality and appropriateness of CDCR/CCHCS patients health care services and to provide assurances that those services rendered were cost effective, medically necessary, and delivered in a manner consistent with the applicable standards of care.

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

55. Audits

Contractor agrees that the awarding department, the DGS, 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 the performance of this Agreement in accordance with GC Section 8546.7.

The above requirement for access by audit does not extend to Contractor's ability to ensure the integrity and protection to conduct business without impeding or interfering with areas that are considered Trade Secrets. Trade Secrets apply to Contractor's: (a) employee hiring practices; (b) negotiation of rates with healthcare service vendors or providers; (c) contracts and contract language with healthcare service vendors and providers; (d) healthcare services contracted rates with vendors or providers; and (e) payroll information for vendors and providers.

56. Quality Assurance and Financial Audits/Reviews

a. CDCR/CCHCS reserves the right, at its expense, to make periodic quality of care audits and reviews for health care services rendered to CDCR/CCHCS patients. The purpose of these audits or reviews is to verify Contractor and its Providers 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 CDCR/CCHCS policies and guidelines. CDCR/CCHCS reserves the right to conduct audits and seek reimbursement, if necessary, at any time during the term of this Agreement, including any amendment or optional year terms.

b. CDCR/CCHCS may perform periodic audits, at its expense, regarding the quality of health care rendered to CDCR/CCHCS 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 CDCR/CCHCS' policies and guidelines. A Post Payment Audit and Recovery (PPAR) vendor may be contracted by CDCR/CCHCS may also audit and examine records and accounts, which pertain directly or indirectly to the Contractor and its Providers. Contractor and its Providers shall cooperate with such auditors; however, such audit shall not interfere with the delivery of health care services.

c. Subject to applicable law, audit/review may be undertaken directly by CDCR/CCHCS or by third parties engaged by CDCR/CCHCS, including accountants, consultants, and physicians. Contractor and its Providers shall cooperate fully with such auditors; however, such audit shall not interfere with the administration of Contractor and its Providers or with the delivery of health care services.

d. All adjustments, payments, and reimbursements determined by CDCR/CCHCS or its representatives to be necessary by such audit/review shall be effective promptly by Contractor upon issuance of a final audit report, except for portions of that report which are challenged or appealed by Contractor. In the case of challenge or appeal, Contractor shall affect the adjustment, payment, or reimbursement immediately upon a settlement, or pursue remedy through the Refund Disputes Process in this exhibit. CCHCS is unable to offset future Contractor payments therefore checks are made payable to California Correctional Healthcare Services and sent to the address below or the PPAR as noted in their correspondence.

   California Correctional Health Care Services
   HCCCMB
   Attn: Refund Administrator
   PO Box 588500, Building D-2
   Elk Grove, CA 95758

e. Physicians Only: Contractor and its Providers do not waive its right under California Evidence Code Section 1157 et seq. CDCR/CCHCS recognizes that the records and proceedings of Contractor's and its Providers committees responsible for the evaluation and improvement of the quality of care are protected under Section 1157 of the Evidence Code; and, accordingly, CDCR/CCHCS shall maintain the confidentiality of all Contractor and its Providers peer review information to which it may gain access under this Agreement. CDCR/CCHCS shall not disclose any information obtained from Contractor or its Providers hereunder, except as expressly approved by Contractor or as required by law.

f. Contractor shall furnish, upon request by CDCR/CCHCS/PPAR, any CDCR/CCHCS patient records maintained by Contractor and its Providers 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 health care committee reviews and recommendations related to a CDCR/CCHCS patient.

g. Findings shall be submitted to Contractor, and CDCR/CCHCS/PPAR will establish a review date at which time expectations and timeframes for correcting any deficiencies will be established. Failure by Contractor to correct deficiencies, within agreed upon timeframes, shall be reason for termination in accordance with Section 3(b), Termination of Agreement for Cause provision in this exhibit.

57. Refund Disputes – CCHCS Internal Refunds and Post Payment Audits

As a condition precedent to the right to pursue litigation or other legally available dispute resolution process with CCHCS, if any, Contractor agrees that all disputes and/or claims arising under or related to between CCHCS and Contractor and its Providers shall be resolved pursuant to the following processes. 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, Contractor agrees to proceed with the performance of the Agreement, including the delivering of goods or providing of services. Contractor's failure to proceed shall constitute a material breach of the Agreement.

The Agreement shall be interpreted, administered, and enforced according to the laws of the state of California. The parties agree that any suit brought hereunder shall have venue in Sacramento, California. The parties hereby waive any claim or defense that such venue is not convenient or proper.

a. Internal Refund Disputes

(1) First Level Refund Appeal

For disagreements regarding refunds for a claim billed under the Agreement, Contractor and its providers may file a First Level Refund Appeal within 30 calendar days following the receipt of overpayment notification from CDCR/CCHCS. Appeals are to be submitted to the HIS Post Payment Support Team at m_CCHCSHISRefund@cdcr.ca.gov.

The First Level Refund Appeal shall be sent with detailed reason(s) and justification of dispute, supporting medical documentation, a copy of the claim(s) originally submitted, refund letter received, patient's name, CDCR number, date(s) of service, amount paid, Provider's contact name, phone number and email address, legal authority or other basis for position, and any other documentation in support of the Appeal, and remedy sought. If the appeal is submitted with no new documentation specifically addressing the reason for the appeal, the appeal will not be reviewed and will be rejected.

The Post Payment Support Team or Utilization Management shall review the First Level Refund Appeal. The Post Payment Support Team shall issue a written decision to the Contractor explaining the outcome of the appeal within 30 calendar days from receipt of the Appeal.

(2) Second Level Refund Appeal

If the dispute or claim is still not resolved to Contractor's satisfaction at the First Level of Appeal, Contractor may file a written Second Level Refund Appeal within 30 calendar days following the determination from the First Level Appeal. Appeals are to be submitted to the HIS Post Payment Support Team Supervisor I at m_CCHCSHISRefund@cdcr.ca.gov.

The Second Level Refund Appeal shall be sent with additional supporting medical documentation, justification to the detailed reason(s) of dispute regarding the First Level Appeal, along with the denial letter and all original supporting documentation provided for the First Level Appeal. If the appeal is submitted with no new documentation specifically addressing the reason for the appeal, the appeal will not be reviewed and will be rejected.

The HIS Post Payment Support Team Supervisor I or Utilization Management shall issue a written decision in response to Contractor's Second Level Refund Appeal within 30 calendar days of receipt of the Second Level Appeal.

(3) Administrative Level Refund Appeal

If the dispute or claim is still not resolved to Contractor's satisfaction at the Second Level of Appeal, Contractor may file a written Administrative Level Refund Appeal within 30 calendar days following the determination from the Second Level Appeal. Appeals are to be submitted to the HIS Post Payment Support Team Assistance Deputy Director (ADD at m_CCHCSHISRefund@cdcr.ca.gov.

The Administrative Level Refund Appeal shall be sent with additional supporting medical documentation, justification to the detailed reason(s) of dispute regarding the Second Level Appeal, along with the denial letter and all original supporting documentation provided for the Second Level Appeal. If the appeal is submitted with no new documentation specifically addressing the reason for the appeal, the appeal will not be reviewed and will be rejected.

The HIS Post Payment Support Team Assistant Deputy Director or Utilization Management shall issue a written decision in response to Contractor's Administrative Level Refund Appeal within 30 calendar days of receipt of the Administrative Level Appeal.

b. PPAR Audit Appeals

(1) First Level Audit Appeal

For disagreements regarding PPAR Audits for a claim billed under the Agreement, Contractor and its providers may file a First Level Audit Appeal within 30 calendar days following the receipt of letter from the contracted PPAR vendor. Appeals are to be submitted directly to the PPAR vendor as outlined in their correspondence.

The First Level Audit Appeal shall be sent with detailed reason(s) and justification of dispute, supporting medical documentation, a copy of the claim(s) originally submitted, overpayment letter received, patient's name, CDCR number, date(s) of service, amount paid, Provider's contact name, phone number and email address, legal authority or other basis for position, and any other documentation in support of the Appeal, and remedy sought.

The PPAR vendor shall review the First Level Audit Appeal and shall issue a written decision to the Contractor explaining the outcome of the appeal within 30 calendar days of from receipt of the Appeal.

(2) Second Level Audit Appeal

If the dispute is still not resolved to the Contractor's Satisfaction at the First Level Audit Appeal level, Contractor may file a written Second Level Audit Appeal, within 30 calendar days following the determination from the First Level Audit Appeal. Appeals are to be submitted directly to the PPAR vendor as outlined in their correspondence.

The Second Level Audit Appeal shall be sent with additional supporting documentation and justification to the detailed reason(s) of dispute regarding the First Level Audit Appeal, along with the denial letter and all original supporting documentation provided for the prior appeals.

The PPAR vendor will evaluate the appeal and issue a written response within 30 calendar days of receipt of the Second Level UM Refund Appeal.

(3) Administrative Level Audit Appeal

If the dispute or claim is still not resolved to Contractor's satisfaction at the Second Level Audit Appeal level, Contractor may file a written Administrative Level Audit Appeal, within thirty (30) calendar days following the date of the determination from the Second Level Audit Appeal, to the address provided in their original Overpayment letter or to the CCHCS HCCCMB Assistant Deputy Director at the following address:

California Correctional Health Care Services
HCCCMB

Attn: Assistant Deputy Director
PO Box 588500, Building D-2
Elk Grove, CA 95758

The Administrative Audit Appeal for Administrative Resolution 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 CCP Section 2015.5 that the dispute, claim, or demand is made in good faith, and that the supporting data is 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 CCHCS is responsible.

The CCHCS HCCCMB Assistant Deputy Director or Utilization Management shall make a determination on the issue and respond in writing within thirty (30) calendar days of receipt of the Administrative Level Audit Appeal, indicating the written decision. Contractor shall be notified if an extension of time is necessary.

58. 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 Contractor's service area, or epidemic, as declared by the California Department of Public Health, or other appropriate entity, Contractor 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 its providers as are then available. Neither Contractor nor its providers have any liability or obligation for delay or failure to provide any such services due to lack of available facilities or its providers if such lack is the result of such disaster or epidemic.

b. Circumstances Beyond Contractor's Control

If due to circumstances not reasonably within the control of Contractor, 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 Contractor has no liability or obligation under this Agreement for such delay or failure to provide services.

59. Indemnification (Supersedes provision number 5, Indemnification, of Exhibit C)

a. Terms of Contract

Contractor shall indemnify, defend, and hold harmless the State, CDCR/CCHCS, and CDCR/CCHCS' 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 the performance of this Agreement or due to a breach of any representation or warranty, covenant, or agreement of Contractor or provider contained in this Agreement. The State, CDCR/CCHCS' officers, agents, and employees shall be responsible for their own acts and omissions.

b. Provision of Services

Contractor shall be solely responsible for 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 Contractor's, provider's, or their representatives' negligent acts or omissions hereunder. The State, CDCR/CCHCS' officers, agents, and employees shall be responsible for their own acts and omissions.

60. Overpayments and Offsets

Contractor and CDCR/CCHCS agree that CDCR/CCHCS may offset any overpayment, erroneous payment, or otherwise improper payment (collectively, overpayment) to Contractor by directly withholding that amount from the next payment or several payments, as necessary to pay the overpayment, that would otherwise be due to Contractor. However, at least 30 calendar days prior to seeking recovery via offset, CDCR/CCHCS shall provide written notice to Contractor to explain the nature of the overpayment and describe the recovery process. CDCR/CCHCS will not offset an overpayment during the pendency of an appeal, filed under Section 2, Dispute Resolution Process provision of this exhibit, challenging the determination of overpayment. If recovery of the full amount of overpayment at one time imposes a financial hardship on Contractor, CDCR/CCHCS, in its sole discretion, may grant Contractor's request to repay the recoverable amount in monthly installments over a period of consecutive months, not to exceed six (6) months.

61. Liquidated Damages

a. General

It is the policy of the California Legislature to use liquidated damage provisions in State contracts, as set forth in California Civil Code Section 1671, subdivision (b), and PCC Section 10226. The parties agree that CDCR/CCHCS shall have the authority to impose liquidated damages on Contractor.

Therefore, it is agreed by CDCR/CCHCS and Contractor that, if Contractor does not comply with the terms of this Agreement, as well as all applicable federal, state, and local statutes and regulations:

(1) Damage and harm to the State will result.

(2) Proving such damages shall be costly, difficult, and time-consuming.

(3) If CDCR/CCHCS chooses to impose liquidated damages, Contractor shall pay the State those damages for not providing or performing the specified requirements.

(4) Additional damages may occur in specified areas by prolonged periods in which Contractor does not provide or perform requirements.

(5) The damage figures listed elsewhere in this Agreement represent a good faith effort to quantify the range of harm that could reasonably be anticipated at the time of the making of the Agreement.

(6) The damages provided for under this provision and elsewhere in this Agreement are difficult to establish.

(7) Contractor shall pay the amounts set forth in this provision and elsewhere in this Agreement as liquidated damages and not as a penalty.

(8) Liquidated damages will not be assessed if Contractor's delay or failure to timely perform its obligations was caused by factors beyond reasonable control and without any material error or negligence of Contractor, its employees, or providers.

(9) If a Contractor's delay or failure to timely perform an obligation under the Agreement was caused, in part, by a CDCR/CCHCS failure to perform an obligation under the Agreement, liquidated damages will be apportioned in an amount proportionate with Contractor's culpability, as determined by CDCR/CCHCS, for the delay or failure to timely perform.

b. Assessment of Liquidated Damages

(1) 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 contacting other contractors for the duration of the Agreement term. The CCHCS Direct Care Contracts Section Staff Services Manager III or designee has the sole discretion in this decision.

(2) In the event there is a need to acquire additional resources outside this Agreement to obtain the required contracted services, Contractor shall be responsible to pay the cost differential sustained by CDCR/CCHCS to obtain the services, due to failures of Contractor to meet the service requirements as outlined in this Agreement.

c. Manner of Collection

(1) After CDCR/CCHCS has determined that liquidated damages are to be assessed, CDCR/CCHCS shall notify Contractor in writing of the reason for and amount of the assessment(s). The assessment notice shall be sent to Contractor by certified mail, return receipt requested, or by any other method, which provides evidence of receipt. At CDCR/CCHCS' discretion, the assessment notice may direct payment of the assessment by Contractor. If payment is thus directed, Contractor shall pay the assessment within 30 calendar days of receipt of the assessment notice.

(2) Any liquidated damages assessment may also be collected, at CDCR/CCHCS' discretion, by offsetting the funds from payment(s) due to Contractor after the date of assessment, in the manner set forth in Section61, Overpayments and Offsets provision of this exhibit.

d. Interest on Pending Liquidated Damages

(1) If it should later be determined in the dispute process that funds collected by the State to pay liquidated damages assessment should be refunded, the State shall pay interest accruing from the date of offset or collection. The interest rate paid shall be the average rate for investment in the Pooled Money Investment Fund (PMIF) in effect for the month in which the assessment was offset or otherwise collected. When a liquidated damages assessment is offset or otherwise collected over a period of two (2) or more months, the interest rate paid by the State shall be the average rate for investment in the PMIF in effect for the first month in which the assessment was offset or otherwise collected, revised quarterly for the period of time the assessment was retained by the State.

(2) Contractor shall pay interest to the State on all liquidated damages assessments which are not either paid or offset against payment due to Contractor within 30 calendar days of the date of receipt of the assessment notice. The interest rate paid shall be the average rate for investment in the PMIF in effect for the month of assessment. If Contractor's continuing liability for one (1) liquidated damages assessment extends over a period of two (2) or more months, the interest rate shall be the average for investment in the PMIF for the first (1st) month in which liquidated damages were assessed, revised quarterly over the period the assessment remained uncollected.

(3) Interest accrues during all periods of time in which the liquidated damages assessment is unpaid or otherwise uncollected. For instance, interest accrues during periods in which collection of the assessment has been suspended, pending the outcome of the dispute or appeal.

(4) If a reduction in the final amount of liquidated damage is finally determined, the interest shall be prorated unless it is impractical to do so.

Nothing in this provision shall be construed as relieving Contractor from performing any other contract duty not listed herein, nor is CDCR/CCHCS' right to enforce or seek other remedies for failure to perform any other contract duty hereby diminished.

If any portion of these liquidated damages provisions is determined to be unenforceable, the other portions shall remain in full force and effect.

62. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities that shall be grounds for termination of this Agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

DENTAL REGISTRY NETWORK

DEFINITIONS

1. **Agreement:** "Agreement" is used synonymously with "Contract." A mutual understanding between the State and another entity, public or private, about their rights and duties regarding the provision of goods and/or services.

2. **Ambulance Service:** A ground, air or sea transport service for CDCR/CCHCS patients to be transferred for health related treatment or transport.

3. **Attending Physician:** The physician who has primary responsibility for the health care and treatment of an individual patient.

4. **Authorized Administrator:** A person who has been given full authority to grant prior authorization for the delivery of health care services rendered to CDCR/CCHCS patients.

5. **California Code of Regulations (CCR), Title 15:** The regulations that authorize the Director of the California Department of Corrections and Rehabilitation to contract for the provision of CDCR/CCHCS patients health care.

6. **California Confidentiality of Medical Information Act (CMIA):** The act that requires authorization from a patient to disclose medical information and defines terms in reference to the release of medical information. The CMIA is fully defined in California Civil Code sections 56-56.37.

7. **California Correctional Health Care Services (CCHCS):** The entity responsible for health care treatment, performance, and decisions within CDCR institutions for CDCR/CCHCS patients.

8. **California Department of Corrections and Rehabilitation (CDCR):** Authorized by California Penal Code, Section 5000 et seq., and the California Code of Regulations, Title 15, to maintain the custody and care of California's institutionalized public offenders.

9. **Call Back:** A temporary/relief provider who is off duty (or on-call) is contacted and required to return (or log in, if telehealth) to provide services outside the scheduled shift in response to an urgent or emergent patient-care need.

10. **Camp:** A type of sub-facility of an institution which is normally located in a rural area and which has no secured (fenced or walled) perimeter.

11. **CDCR/CCHCS Authorized Designee:** Any CDCR/CCHCS civil service classification authorized designee that provides direct oversight to the temporary/relief registry provider while providing services. This does not indicate a co-employee/employer relationship between CDCR/CCHCS and the temporary/relief provider.

12. **CDCR/CCHCS Medical Standards of Care:** InterQual® Care Planning Criteria, published by McKesson Health Solutions, LLC, except to the extent they conflict with the Health Care Department Operations Manual (HCDOM), and except to the extent the InterQual® criteria or the HCDOM conflicts with the California Code of Regulations, Title 15, Division 3, Chapter 1, Subchapter 4, Articles 8 and 9 and California Code of Regulations, Title 15, Division 3, Chapter 2. Requests for InterQual® criteria should be directed to um@cdcr.ca.gov and the HCDOM is available at the following link: https://www.cdcr.ca.gov/hcdom/dom/

13. **CEO:** Chief Executive Officer.

14. **CME:** Chief Medical Executive.

15. **Community Health Facility:** Any facility, place, or building that is organized, maintained, and operated for the diagnosis, care, prevention, and treatment of human illness, physical or mental, including convalescence, rehabilitation, and 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 California Health and Safety Code, Section 1250.

16. **Consultant:** A provider of services of an advisory nature, who provides a recommended course of action or personal expertise.

17. **Contract:** "Contract" is used synonymously with "Agreement." A mutual understanding between the State and another entity, public or private, about their rights and duties regarding the provision of goods and/or services.

18. **Contractor:** "Contractor" is used synonymously with "vendor." A party contracting with CDCR/CCHCS; the person or company providing services via a contractual arrangement.

19. **Correctional Treatment Center:** A healthcare facility with a specified number of beds within a state prison, county jail designated to provide health care to that portion of the CDCR/CCHCS patients 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 (California Code of Regulations, Title 22, Section 79516).

20. **Credentialing:** The system of screening and evaluating qualifications and other credentials, including but not limited to, licensure, certification, required education, relevant training and experience, and current competence and health status. Health care professionals must have credentialing process approved by the credentialing and privileging support unit.

21. **Day:** Calendar day, unless otherwise specified.

22. **Direct Care Contracts Section:** The entity responsible for creating and maintaining contracts for direct care services in accordance with statewide contracting policies and procedures.

23. **Designee:** A person who has been appointed to perform a duty or carry out a specific role.

24. **Discharge Summary:** A brief recapitulation of significant findings and events of CDCR/CCHCS patients hospitalization, condition on discharge, the recommendations and arrangements for future care (California Code of Regulations, Title 22, Section 70749).

25. **Division of Adult Institutions (DAI):** The division responsible for the management and operation of adult institutions, conservation camps, and community correctional facilities.

26. **Emergency Care Services:** The immediate care or treatment necessary to prevent death, severe or permanent disability, or to alleviate severe pain, including medically necessary crisis intervention for CDCR/CCHCS patients suffering from situational crisis or acute episodes of mental illness, in accordance with California Code of Regulations, Title 15.

27. **Employee:** An individual hired into a civil service classification with the State of California.

28. **Ex-Offender:** A person previously convicted of a felony in California or any other state, or convicted of an offense in another state, which would have been a felony if committed in California.

29. **Experimental or Investigational Treatment:** Any experimental or investigational treatment, therapy, procedure, drug or drug usage, facility or facility usage, equipment or equipment usage, device or device usage, or supplies that 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 that 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 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.

30. **Fiscal Year:** The accounting period from July 1 through June 30 of the following year.

31. **Government Claims Program:** The unit within the California Department of General Services, Office of Risk and Insurance Management whose function is to resolve all claims for money or damages filed against state agencies under California Government Code Section 900 et seq., before a lawsuit against a state agency can be pursued.

32. **Health Care Review Subcommittee:** The appointed CDCR officials authorized to review and approve health care services, which are excluded from the CDCR Medical Standards of Care Policy.

33. **Health Care Services:** The medical, mental health, dental, pharmaceutical, diagnostic and ancillary services to identify, diagnose, evaluate, and treat a medical, mental health, or dental condition.

34. **Health Care Service Provider:** A Medical Doctor, Doctor of Osteopathy, Doctor of Podiatric Medicine, Clinical Psychologist, Dentist, Clinical Social Worker, Nurse Practitioner, Physician Assistant or entity providing health care services to CDCR/CCHCS patients.

35. **HIPAA:** Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191, 110 Stat. 1936); a United States Federal law that includes privacy standards to protect patients' medical records and other health information provided to health plans, doctors, hospitals, and other health care providers.

36. **HITECH Act:** Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH Act), enacted as part of the American Recovery and Reinvestment Act of 2009, and addresses the privacy and security concerns associated with the electronic transmission of health information.

37. **Hospital:** 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.

38. **In Personam Jurisdiction:** Courts power over a particular defendant.

39. **Incarcerated Person:** CDCR incarcerated public offender.

40. **Institution:** A large facility or complex of sub-facilities with a secure (fenced or walled) perimeter headed by a Warden.

41. **Institution Contract Liaison:** A CDCR/CCHCS employee responsible for pre-arranging health care contracting services and responsible for managing at the institution the contractual scope of service/performance issues to assure continuity of care.

42. **Matrix:** A document that indicates the ranking of contractors, which determines the order in which contracted services may be requested.

43. **May:** Permitted.

44. **Medically Necessary:** Health care services that are determined by the attending or primary medical, mental health, or dental care provider(s) to be needed to protect life, prevent significant illness or disability, or alleviate severe pain, and are supported by health outcome data or clinical evidence as being an effective health care service for the purpose intended or in the absence of available health outcome data is judged to be necessary and is supported by diagnostic information or specialty consultation (California Code of Regulations, Title 15, Section 3999.98).

45. **Non-Essential Services:** A non-emergency/scheduled admission for medical services when the CDCR/CCHCS patients condition permits adequate time to schedule the necessary diagnostic workup and/or initiation of treatment, in accordance with California Code of Regulations, Title 15.

46. **Non-IT Services:** Performing a service void of any information technology aspect including, but not limited to, health care services, consultant services, janitorial services, and equipment maintenance.

47. **NPI:** National Provider Identifier.

48. **Off-Site in the Community:** A general medical location, not at CDCR institutions or CDCR satellite locations, where contracted services are provided (e.g., hospital, telemedicine, surgery center, office).

49. **On-Call:** A period during which a temporary/relief provider is not actively working on-site at a CDCR institution but is required to be available by telephone to receive communications during defined on-call windows.

50. **On-Site at the Institution:** Contracted services performed at a CDCR institution and/or a designated CDCR satellite location.

51. **Patient:** An incarcerated person who is seeking or receiving health care services or who is assigned to a care team.

52. **Patient Data:** Any piece of information, administrative or medical, specific to an incarcerated public offender receiving medical or surgical treatment in a hospital, office, clinic, or hospital outpatient surgery center.

53. **Patient Day:** A day a CDCR/CCHCS 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.

54. **Penal Code Section 5054:** The section of law that grants the Secretary of CDCR the authority and responsibility for the custody and care of California's institutionalized public offenders.

55. **Physician:** An authorized practitioner of medicine, as one graduated from a college of medicine

or osteopathy and licensed by the appropriate board.

56. **PID:** Person Identification Number.

57. **Preferred Provider Network:** An organization responsible for maintaining and providing a network of medical providers to perform medical services for CDCR/CCHCS patients.

58. **Prescription Drugs:** All drugs 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 law prohibits dispensing without a prescription," under the Federal Food, Drug, and Cosmetic Act.

59. **Prescription Order:** The request by a physician for each separate drug or medication and each authorized refill of such request.

60. **Prior Authorization:** The required advance authorization granted by Chief Executive Officer/Chief Medical Executive/Chief Medical Officer/Chief Nursing Executive or her/his designee.

61. **Provider:** A person with whom a contractor enters into an arrangement, whether expressed or implied, for the purpose of performing any service described in the Agreement between the contractor and CDCR/CCHCS. The term "Provider" may include, but is not limited to, a subcontractor, consultant, and employee of the respective registry.

62. **Rank Order:** The ranking of contractors on a matrix based on rates offered by the contractors. Rank one is the contractor offering the lowest rates.

63. **Receiver:** The person appointed by the United States District Court for the Northern District of California to assume the executive management of the California prison medical system with the authority to exercise all powers vested by law in the Secretary of CDCR.

64. **Secretary:** Secretary of CDCR.

65. **Shall:** Mandatory.

66. **Should:** Suggested or recommended.

67. **Skilled Nursing Care:** Skilled supervision and management of a complicated or extensive plan of care for a CDCR/CCHCS 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.

68. **State:** The state of California.

69. **State Administrative Manual (SAM):** The manual that provides the policies and procedures and the uniform guidance for governing the fiscal and business management affairs of the state of California.

70. **State Business Days:** Monday through Friday, not counting state holidays.

71. **Subcontractor:** Any person or entity that has entered into a contract, either expressed or implied, with a contractor for the purpose of performing any service under the contractor's Agreement with CDCR/CCHCS.

72. **Surgery Center:** An ambulatory outpatient medical treatment facility where medical surgery services are performed in the community.

73. **Telemedicine:** The use of health care information exchanged from one site to another via electronic communications for the health of the CDCR/CCHCS patients and for the purpose of improving CDCR/CCHCS patients care. Telemedicine includes consultative, diagnostic, and treatment services.

74. **Temporary/Relief Provider:** All of the contractor's personnel, employees, independent contractors, and subcontractors providing on-site dental, mental health, and/or medical staffing at institutions.

75. **Total Patient Days:** The total inpatient days from the day of admission to, but not including, the day of discharge.

76. **Transfer Order:** The written document issued and signed by the CDCR/CCHCS patient which notes the medications, treatment, and diet orders for the CDCR institution and provides instructions to the CDCR/CCHCS patients in order to maintain continuity of care. A transfer order is prepared when a CDCR/CCHCS patient is discharged from the hospital and is returning to a CDCR institution.

77. **Transfer Summary:** The written document which precedes or accompanies CDCR/CCHCS patient upon a CDCR/CCHCS patient's discharge from a 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 CDCR/CCHCS patients: diagnosis, hospital course, medications, treatments, dietary requirements, rehabilitation potential known allergies, and treatment plan.

78. **Urgent Care:** 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 of loss of life or limb.

79. **Utilization Management (UM):** A strategy designed to ensure that health care expenditures are restricted to those that are needed and appropriate by reviewing CDCR/CCHCS patient 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.

80. **Vendor:** "Vendor" is used synonymously with "Contractor." A party contracting with CDCR/CCHCS; the person or company providing services via a contractual arrangement.

81. **Warden:** A peace officer responsible for managing the overall operation of a state correctional institution for adult felons. The Warden is responsible for formulating and executing the incarcerated person's program for the care, treatment, training, discipline, custody, and employment of incarcerated persons.

Recitals – STANDARD RISK

A. This Contract (Agreement) constitutes a Business Associate (BA) relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 C.F.R. Parts 160 and 164 (collectively, the HIPAA regulations).

B. The California Department of Corrections and Rehabilitation, California Correctional Health Care Services (CCHCS) wishes to disclose to the BA certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information (PHI) and confidential information protected by federal and/or state laws.

C. PHI means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time. Confidential Information means information protected by federal and/or state laws identified in this Agreement.

D. Unsecured PHI means PHI that has not been rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified in guidance from the Secretary of the U.S. Department of Health and Human Services (HHS).

E. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of CCHCS PHI or interference with system operations in the BA's information system.

F. As set forth in this Agreement, the Contractor is the BA of CCHCS that provides services, medical items for identified patients, arranges, performs or assists in the performance of functions or activities on behalf of CCHCS and creates, receives, maintains, transmits, uses or discloses PHI.

G. CCHCS and the BA desire to protect the privacy and provide for the security of PHI and confidential information created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, in compliance with HIPAA, HIPAA regulations, and other applicable laws.

H. The purpose of the Business Associate Agreement (BAA) is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations.

I. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in the HIPAA regulations.

In exchanging information pursuant to this Agreement, the parties agree as follows:

1. Permitted Uses and Disclosures of PHI by Business Associate

A. ***Permitted Uses and Disclosures***. Except as otherwise indicated in this Agreement, the BA may use or disclose PHI only to perform functions, activities or services specified in this Agreement or as necessary to perform the BA obligations under the Agreement to which this BAA is attached, for, or on behalf of CCHCS, provided that such use or disclosure would not violate the HIPAA regulations, if done by CCHCS.

B. ***Specific Use and Disclosure Provisions.*** Except as otherwise indicated in this Agreement, the BA may:

1) ***Use and disclose for management and administration.*** Use and disclose PHI for the proper management and administration of the BA or to carry out the legal responsibilities of the BA, provided that disclosures are required by law, or the BA obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the BA of any instances of which it is aware that the confidentiality of the information has been breached.

2) ***Provision of Data Aggregation Services.*** Use PHI to provide data aggregation services to CCHCS. Data aggregation means the combining of PHI created or received by the BA on behalf of CCHCS with PHI received by the BA in its capacity as the BA of another covered entity, to permit data analyses that relate to the health care operations of CCHCS.

3) De-identify any and all PHI received by the BA under this BAA, provided that the de-identification conforms to the requirements of the Privacy Rule.

2. Responsibilities of Business Associate

BA agrees:

A. ***Nondisclosure.*** Not to use or disclose PHI other than as permitted or required by this Agreement or as required by law. BA acknowledges that in some circumstances, BA's staff or contractors working on certain confidential or sensitive CCHCS projects relating to correctional security may be requested to execute a non-redisclosure agreement with respect to such confidential or sensitive information which may not be redisclosed. If a non- redisclosure agreement is signed by any BA staff or contractor, such document shall be retained by the BA for 6 (six) years following termination of the contract timeframe to which this BAA is attached.

B. ***Safeguards.*** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of CCHCS; and to prevent use or disclosure of PHI other than as provided for by this Agreement. BA shall develop and maintain a written information privacy and security program that includes administrative, physical, and technical safeguards appropriate to the size and complexity of the BA's operations and the nature and scope of its activities, and which incorporates the requirements of section C, Security, below. Upon written request, the BA will provide CCHCS with an attestation that its current and regularly updated internal privacy and information security policies comply with this requirement. And, if applicable, to the extent the BA stores CCHCS PHI, CCHCS retains the right to inspect the BA's information privacy and security program if the BA does not provide an attestation within a reasonable timeframe to respond to the attestation request.

C. ***Security.*** To take the reasonably necessary steps to ensure the continuous security of all computerized data systems containing Covered Entity's PHI and provide data security procedures for the use of CCHCS at the end of the contract period. These steps shall include, at a minimum:

1) Complying with all of the data system security precautions listed in this Agreement or in an Exhibit incorporated into this Agreement; and

2) To the extent applicable, achieve and maintain compliance with the HIPAA Security Rule (45 CFR Parts 160 and 164), in conducting operations on behalf of CCHCS under this agreement.

3) If the BA stores CCHCS PHI, the BA will comply with the safeguard provisions provided at https://www.dgs.ca.gov/Resources/SAM/TOC/5300/5300-5 as provided in the Department's Information Security Policy, embodied in the Security and Risk Management Policy in the Information Technology Section of the State Administrative Manual (SAM), § 4840 et seq., Information Security Policy in SAM § 5300, et. seq. and State Information Management Manual (SIMM) § 5300 et. seq. If the above safeguard standards change, and after the BA receives notice of any changes, the BA agrees to work in good faith to determine if the BA can comply with the changes, and if the BA determines that it cannot comply with the changes, CCHCS and the BA agree that this BAA and underlying agreements with CCHCS may be immediately terminated by either party.

4) Background Check. Before a member of the workforce may access CCHCS PHI and depending on the nature of the scope of work, a thorough background check of that workforce member may be conducted (i.e. LiveScan), with evaluation of the results to assure that there is no indication that the workforce member may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

5) The BA shall designate an Information Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with CCHCS.

D. ***Mitigation of Harmful Effects***. To mitigate, to the extent practicable, any harmful effects known to the BA of a use or disclosure of PHI by the BA or its subcontractors in violation of the requirements of this Agreement.

E. ***BA's Agents***. If the BA subcontracts the services under the agreement to which this BAA is attached, ensure that any agents, including subcontractors, to whom the BA provides PHI received from or created or received by the BA on behalf of CCHCS, agree to the same restrictions and conditions that apply to the BA with respect to such PHI, including implementation of reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI; and to incorporate, when applicable, the relevant provisions of this Agreement into each subcontract or with agents or subcontractors.

F. ***Availability of Information to* CCHCS *and Individuals***. To provide access as CCHCS may require, and in the time and manner designated by CCHCS (upon reasonable notice and during BA's normal business hours) to PHI in a Designated Record Set, to CCHCS (or, as directed by CCHCS), to an Individual, in accordance with 45 C.F.R. § 164.524. Designated Record Set means the group of records maintained for CCHCS that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for CCHCS health plans; or those records used to make decisions about individuals on behalf of CCHCS. The BA shall use the forms and processes developed by CCHCS for this purpose and shall respond to requests for access to records transmitted by CCHCS within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.

G. ***Amendment of PHI***. To make any amendment(s) to PHI that CCHCS directs or agrees to pursuant to 45 C.F.R. § 164.526, in the time and manner designated by CCHCS.

H. ***Internal Practices***. To make BA's internal practices, books and records relating to the use and disclosure of PHI received from CCHCS or created or received by BA on behalf of CCHCS, available to CCHCS or to the Secretary of the U.S. Department of HHS in a time and manner designated by CCHCS or by the Secretary of the U.S. Department of HHS, for purposes of determining CCHCS compliance with the HIPAA regulations.

I. ***Documentation of Disclosures***. To document and make available to CCHCS (within 14 calendar days) or (at the direction of CCHCS) to an Individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with 45 C.F.R. § 164.528.

J. ***Notification of Patient Confidential Communications.*** Notify CCHCS within two (2) business days of any patient (or patient's representative) preferences (or changes to) regarding method of or how to communicate with the patient.

K. ***Notification of Information Security Incidents, Investigation, and Written Reporting***.

1) ***Discovery of Information Security Incident***. To notify CCHCS ***immediately by telephone call plus email/electronic communication*** upon the discovery of an information security incident involving the privacy of or security of PHI in computerized form if the PHI was, or is reasonably believed to have been, acquired by an unauthorized person, or ***within 24 hours by email/electronic communication*** of any suspected security incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the CCHCS contract manager, the CCHCS Chief Privacy Officer, and the CCHCS Chief Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notification shall be provided by calling the CCHCS ITSD Solution Center at **1-888-735-3470**. The BA shall take:
   i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment, including potential claims or exemptions or exceptions following mitigation; and
   ii. Any and all actions pertaining to such unauthorized disclosures required by applicable Federal and State laws and regulations.

2) ***Investigation of Information Security Incident and Status Reporting to CCHCS***. To immediately investigate such information security incident, breach, or unauthorized use or disclosure of PHI. Within 72 hours of the discovery, to notify and provide the status of the investigation to the CCHCS contract manager(s), the CCHCS Chief Privacy Officer, and the CCHCS Chief Information Security Officer of:
   i. What data elements were involved and the extent of the data involved in the breach,
   ii. A description of the unauthorized persons known or reasonably believed to have improperly used, disclosed, or received PHI,
   iii. A description of where the PHI is believed to have been improperly transmitted, sent, or utilized,
   iv. A description of the probable causes of the improper use or disclosure; and
   v. Whether Civil Code § 1798.29 or § 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered.

   Notwithstanding the above, the BA shall not be obligated to report unsuccessful attempts to penetrate computer networks or servers that do not result in loss of data or degradation of computer networks or services, unless, if applicable, the BA stores CCHCS PHI and the unsuccessful attempts involve CCHCS PHI.

3) ***Written Report.*** To provide an initial written report of the investigation to the CCHCS contract managers, the CCHCS Chief Privacy Officer, and the CCHCS Chief Information Security Officer within ten (10) calendar days of the information security incident, discovery of the breach, or discovery of unauthorized use, disclosure, or receipt. The report shall be in the form and manner required by CCHCS and includes, but is not limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. The initial report shall be submitted using the CCHCS Information Security Incident Report (ISIR) for external entities available at https://cchcs.ca.gov/wp-content/uploads/sites/60/ITSD/CCHCS-ISIR.pdf.

   The ISIR shall be emailed to the CCHCS Information Security Office at CCHCS-ISO@cdcr.ca.gov. The BA shall provide reasonable cooperation and work with CCHCS in good faith as the investigation progresses, and at the request of CCHCS. CCHCS retains all rights as the Covered Entity to review the sufficiency of the BA's proposed notice, investigation activities regarding CCHCS PHI incidents, or reporting of information security incidents involving CCHCS PHI.

4) ***Notification of Individuals.*** To the extent a determination has been made that patient notification is required in a breach involving the BA, the parties agree to work together in good faith to determine the responsible party and any cost associated with such notification. Provided however, nothing shall excuse the obligations on the BA as required under law. The BA shall pay any such costs of notifications or the costs associated with the breach if the breach is determined to be solely the responsibility of the BA or their subcontractor. The CCHCS contract managers, the CCHCS Chief Privacy Officer, and the CCHCS Chief Information Security Officer shall approve the time, manner and content of any such notifications prior to release of the notification. When a determination is made that patient notification is required in a breach involving the BA, both parties agree to cooperate on the notification language.

5) ***CCHCS Contact Information.*** To direct communications to the above referenced CCHCS staff, the Contractor shall initiate contact as indicated herein CCHCS reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Agreement.

CCHCS Contract Manager	CCHCS Chief Privacy Officer	CCHCS Chief Information Security Officer
See Exhibit A for Contract Manager information See the Scope of Work exhibit for Program Contract Manager Information	Chief Privacy Officer California Correctional Health Care Services P.O. Box 588500 Elk Grove, CA 95758 Email: Privacy@cdcr.ca.gov Telephone: 1-877-974-4722	Chief Information Security Officer CCHCS Information Technology Services Division P.O. Box 588500 Elk Grove, CA 95758 Email: CCHCS-ISO@cdcr.ca.gov Telephone: 916-691-3243

L. ***Employee Training and Discipline.*** If the BA requires access to CCHCS's systems, then the BA agrees to train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities on behalf of CCHCS under this Agreement and use or disclose PHI and discipline such employees who intentionally violate any provisions of this Agreement, including additional training, progressive discipline, removal, or up to and including termination if warranted by the facts. In complying with the provisions of this section L, the BA shall observe the following requirements:

1) The BA shall provide information privacy and security training, at least every twelve (12) calendar months, at its own expense, to all its employees who assist in the performance of functions or activities on behalf of CCHCS under this Agreement and use or disclose PHI.

2) The BA shall document the employee's name and the date on which the training was completed and retain such documentation. Upon written request of CCHCS, the BA shall certify to CCHCS that such employees that provide services under the Agreement to which this BAA is attached have completed the training indicated above for CCHCS inspection for a period of three years following contract termination and shall provide copies of training certifications to CCHCS on request.

3. Obligations of CCHCS

CCHCS agrees to:

A. ***Notice of Privacy Practices***. Provide the BA with the Notice of Privacy Practices that CCHCS produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice. To ensure Notice of Privacy Practices to patients allows for the provisions of PHI to BA.

B. ***Permission by Individuals for Use and Disclosure of PHI***. Provide the BA with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the BA's permitted or required uses and disclosures. If BA staff or contractors execute a non-redisclosure agreement pursuant to section 2A above, CCHCS shall review those agreements on an annual basis to determine whether such access remains appropriate.

C. ***Notification of Restrictions***. Notify the BA of any restriction to the use or disclosure of PHI that CCHCS has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect the BA's use or disclosure of PHI.

D. ***Notification of Patient Confidential Communications.*** Notify the BA (within 2 calendar days of request) of any patient (or patient's representative) preferences (or changes to) regarding the method of or how to communicate with the patient.

E. ***Requests Conflicting with HIPAA Rules***. Not request the BA to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations.

4. Audits, Inspection and Enforcement

If the BA saves or stores CCHCS PHI on BA's systems, then from time to time, CCHCS may request, and the BA shall provide, the necessary information, books, and records of the BA pertaining to CCHCS PHI to enable CCHCS to monitor compliance with this Agreement. The BA shall promptly remedy any violation of any provision of this Agreement and shall certify the same to the CCHCS Chief Privacy Officer in writing. The fact that CCHCS, or its state oversight agency or federal oversight agency inspects, or fails to inspect, or has the right to inspect the BA does not relieve the BA of its responsibility to comply with this Agreement, nor does CCHCS':

A. Failure to detect; or

B. Detection, but failure to notify the BA or require the BA's remediation of any unsatisfactory practices does not constitute acceptance of such practice or a waiver by CCHCS of any of its inspection and/or enforcement rights under this Agreement.

The BA may meet this requirement by providing a SOC2 certificate of compliance or other certificate of compliance to nationally recognized information security standards and procedures by an accreditation body acceptable to CCHCS. The BA shall ensure SOC2 or other compliance certificates are valid and in effect for the duration of any contract to which this BAA attaches.

5. Termination

A. ***Termination for Cause***. Upon CCHCS knowledge of a material breach of this Agreement by the BA, CCHCS shall:

1) Provide an opportunity for the BA to cure the breach or end the violation and terminate this Agreement if the BA does not cure the breach or end the violation within the time specified by CCHCS;

2) Immediately terminate this Agreement if the BA has breached a material term and cure is not possible; or

3) If neither cure nor termination is feasible, report the violation to the Secretary of the U.S. Department of HHS.

B. ***Judicial or Administrative Proceedings***. The BA will notify CCHCS if it is named as a defendant in a criminal proceeding for a violation of HIPAA. CCHCS may terminate this Agreement if the BA is found guilty of a criminal violation of HIPAA. CCHCS may terminate this Agreement if a finding or stipulation that the BA has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the BA is a party or has been joined.

C. ***Effect of Termination***. Upon termination or expiration of this Agreement for any reason, the BA shall return or destroy all PHI received from CCHCS (or created or received by the BA on behalf of CCHCS) that BA still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, shall continue to extend the protections of this Agreement to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of the BA.

6. Miscellaneous Provisions

A. ***Disclaimer***. CCHCS makes no warranty or representation that compliance by the BA with this Agreement, HIPAA or the HIPAA regulations will be adequate or satisfactory for the BA's own purposes or that any information in the BA's possession or control, or transmitted or received by the BA, is or will be secure from unauthorized use or disclosure. The BA is solely responsible for the safeguarding of PHI solely transferred to it under applicable federal or state law.

B. ***Amendment***. The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon CCHCS request, the BA agrees to promptly enter into negotiations with CCHCS concerning an amendment to this Agreement confirming written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. CCHCS may terminate this Agreement upon thirty (30) days written notice in the event:

1) The BA does not promptly enter into negotiations to amend this Agreement when requested by CCHCS pursuant to this Section, or

2) The BA does not enter into an amendment providing assurances regarding the safeguarding of PHI that CCHCS in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

C. ***Assistance in Litigation or Administrative Proceedings****.* If the BA stores CCHCS PHI*,* the BA shall make itself available, and, if applicable, any subcontractors, employees or agents assisting the BA in the performance of its obligations under this Agreement, relating to the BA's internal practices, books and records relating to the use and disclosure of PHI received from or created or received by the BA on behalf of CCHCS to the Secretary of the U.S. Department of HHS, and if the BA stores CCHCS PHI to the Center for Data Insights and Innovation, the California Department of Public Health, or other administrative oversight proceeding or litigation, for the purposes of determining CCHCS' or the BA's compliance with the Privacy Rule, the Security Rule, and the Breach Notification Rule, subject to any applicable legal privileges.

D. ***No Third-Party Beneficiaries****.* Nothing express or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than CCHCS or the BA and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

E. ***Interpretation.*** The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

F. ***Regulatory References****.* A reference in the terms and conditions of this Agreement to a section in the HIPAA regulations means the section in effect or as amended during the Agreement term.

G. ***Survival****.* The respective rights and obligations of the BA under Section 6.C of this Agreement shall survive the termination or expiration of this Agreement.

H. ***No Waiver of Obligations***. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

INFORMATION SECURITY AGREEMENT (ISA)

1. Introduction and Purpose

a. This Information Security Agreement (ISA) outlines the Service Provider requirements for the collection, maintenance, and dissemination of any information that identifies or describes an individual in conjunction with the performance of services provided to CCHCS under any contract, purchase document, Memorandum of Understanding, or any other transaction involving information receipt or information exchange between CCHCS and the Service Provider.

b. This ISA does not substitute for any other addendum, attachment, exhibit or obligation with respect to protected health information and the applicability of and requirement to comply with the Health Information Portability and Accountability Act of 1996 (HIPAA) P.L. No. 104-191, 110 Stat. 1938 (1996), including the HIPAA Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

2. Definitions

a. The term “personal information” means any information that is maintained by an agency that identifies or describes an individual, including, but not limited to, his or her name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It includes statements made by, or attributed to, the individual under the provisions of the California Information Practices Act (Civil Code Section 1798.3 et Seq.).

b. The term “public information” means information maintained by state agencies that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code Sections 7920.000- 7931.000) or other applicable state or federal laws.

c. The term “confidential information” means information maintained by state agencies that is exempt from disclosure under the provisions of the California Public Records Act (Government Code Sections 7920.000- 7931.000) or has restrictions on disclosure in accordance with other applicable state or federal laws.

d. The term “sensitive information” means any public information or confidential information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion as identified in Information Security Program Management Standard 5305-A of the California Statewide Information Management Manual (SIMM).

e. The term “service provider” means any vendor, contractor, subcontractor, or third party, including employees, independent contractors or consultants providing any service to CCHCS under this ISA.

3. Acknowledgments

a. As an entity engaged in a contract, agreement, memorandum of understanding (MOU) and/or information receipt and/or information exchange with CCHCS, you (herein referred

to as the Service Provider) acknowledge and agree that in the course of contract, agreement, MOU by and as indicated beyond, Service Provider shall comply with applicable United States and California laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code, Section 431.300 et seq. of Title 42, Code of Federal Regulations, the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to Section 1320 d et seq., of Title 42, United States Code and its implementing regulations (including but not limited to Title 45, CFR, Parts 160, 162 and 164) regarding the confidentiality and security of individually identifiable health information (IIHI), California Medical Information Act, Lantermann-Petris-Short Act, Alcohol Substance and Abuse Act, California Public Records Act, California Information Practices Act of 1977, the California State Administrative Manual and its associated regulations, mandates, budget letters and memorandums, and the State Information Management Manual.

4. Standard of Care

a. Service Provider acknowledges and agrees that, in the course of its engagement by CCHCS, Service Provider may receive or have access to sensitive and/or private information.

b. Service Provider shall comply with the terms and conditions set forth in this ISA regarding creation, collection, receipt, management, sharing, exchanging, transmission, storage, disposal, use and disclosure of sensitive and confidential information.

c. Service Provider shall be responsible for, and remain liable to, CCHCS for the actions of unauthorized employees, contractors and subcontractors concerning the treatment of CCHCS related sensitive and confidential information, as if they were Service Provider's own actions.

d. In recognition of the foregoing, Service Provider acknowledges and agrees it shall:

   i. Treat sensitive and confidential information with such degree of care required by federal and state requirements including but not limited to the United States National Institute for Standards and Technology and the State Administrative Manual Chapter 5300.

   ii. Collect, use and disclose sensitive and confidential information solely and exclusively for the purposes for which the information, or access to it, is provided pursuant to the terms and conditions of this ISA;

   iii. Not use, sell, rent, transfer, distribute, or otherwise disclose or make available sensitive or confidential information for the benefit of anyone other than CCHCS without CCHCS's prior written consent.

5. Responsibilities of the Service Provider

a. The Service Provider is obligated to ensure the following:

i. Safeguards. To prevent the unauthorized creation, use, management, transfer, distribution, storage, etc. other than as provided for by this ISA. The Service Provider shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of the Service Provider's operations and the nature and scope of its activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the CCHCS information it creates, receives, maintains, or transmits; and prevent the use or disclosure of CCHCS information other than as provided for by this ISA. The Service Provider shall provide CCHCS with information concerning such safeguards as CCHCS may reasonably request from time to time.

ii. The Service Provider shall restrict logical and physical access to CCHCS sensitive and confidential information to authorized users only.

iii. The Service Provider shall implement appropriate authentication methods to ensure information system access to sensitive and confidential information. If passwords are used in user authentication (e.g., username/password combination), the Service Provider shall implement strong password controls on all compatible computing systems (including hand held and mobile devices) that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-53 Rev. 5 and NIST Special Publication 800-171 Rev. 3.

b. The Service Provider shall implement the following security controls on each server, workstation, or portable (e.g., laptop computer) computing device that processes or stores sensitive or confidential information:

i. Install a network-based firewall and/or personal firewalls;

ii. Continuously update anti-virus software on all systems;

iii. Institute a patch-management process including installation of all operating system/software vendor security patches; and

iv. Encrypt all confidential, personal, or sensitive data stored on portable electronic media (including but not limited to CDs and thumb drives) and on computing devices (including but not limited to laptop computers, cell phones, and tablets) with a solution that uses proven industry standard encryption algorithms.

c. The Service Provider shall not transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network unless employing encryption methodologies. CCHCS' minimum encryption standard for internet transport is AES-256, leveraging SHA-1 or stronger hash algorithms in conjunction with the use of strong passwords to ensure the security of CCHCS data.

d. Mitigation of Harmful Effects. To the extent practicable, Service Provider will mitigate harmful effects known to the Service Provider of a use or disclosure of sensitive and/or confidential information by the Service Provider or its sub-Service Providers.

e. Agents and Contractors or Subcontractors of the Service Provider. To ensure any agent, including a contractor or subcontractor to the Service Provider that provides CCHCS information or created or received by the agent, contractor or subcontractor for the purposes of this contract, Service Provider shall ensure that such agents, contractors or subcontractors comply with the same restrictions and conditions in this ISA that apply to the Service Provider with respect to such information.

f. Notification of Electronic Breach or Improper Disclosure. During the term of this ISA, Service Provider shall notify CCHCS within 24 hours upon discovery of any probable breach of sensitive or confidential information where (1) the information is reasonably believed to have been acquired by an unauthorized person and/or (2) reasonably believed to have an effect of more than 499 people/identities. Immediate notification shall be made to the CCHCS Chief Information Security Officer, Information Security Officer and/or their designee(s). Service Provider shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations while at the same time preserving evidence for investigation. Service Provider shall investigate such breach and provide a written report of the investigation to the CCHCS Information Security Officer, postmarked or emailed within eight (8) business days of the discovery of the breach.

g. Employee Training and Discipline. To train and use reasonable measures to ensure compliance with the requirements of this ISA by employees who assist in the performance of functions or activities under this ISA and use or disclose CCHCS information; and have in place a disciplinary process for such employees who intentionally violate any provisions of this ISA, up to and including termination of employment as required by law or policy.

h. Audits, Inspection and Enforcement. From time to time, CCHCS may inspect the facilities, systems, books and records of Service Provider to monitor compliance with this ISA. Service Provider shall promptly remedy any violation of any provision of this ISA and shall certify the same to the CCHCS Information Security Officer in writing. The fact that CCHCS inspects, or fails to inspect, or has the right to inspect, Service Provider's facilities, systems and procedures does not relieve Service Provider of its responsibilities to comply with this ISA. CCHCS's failure to detect or detection, but failure to notify Service Provider or require Service Provider's remediation of any unsatisfactory practice, does not constitute acceptance of such practices or a waiver of CCHCS's enforcement rights under this ISA.

6. Termination

a. Termination for Cause. Upon CCHCS's knowledge of a material breach of this ISA by Service Provider, CCHCS shall either:

   i. Provide an opportunity for Service Provider to cure the breach or end the violation and terminate this ISA if Service Provider does not cure the breach or end the violation within the time specified by CCHCS.

   ii. Immediately terminate this ISA if Service Provider has breached a material term of this ISA and cure is not possible; or

iii. If neither cure nor termination is feasible, the CCHCS Information Security Officer shall report the violation to the CCHCS Chief Privacy Officer and Director of the CCHCS Legal Office.

b. Judicial or Administrative Proceedings. CCHCS may terminate this ISA, effective immediately, if (i) Service Provider is found liable in a civil matter; or (ii) found guilty in a criminal matter proceeding for a violation of federal or state law, rules and/or regulations, in particular within the nature of information confidentiality and protection.

c. Effect of Termination. Upon termination or expiration of this ISA for any reason, Service Provider shall return or destroy all CCHCS information received from CCHCS that Service Provider still maintains in any form, and shall retain no copies of such information; or, if return or destruction is not feasible, it shall continue to extend the protections of this ISA to such information, and limit further use of such information to those purposes that make the return or destruction of such information infeasible. This provision shall apply to information that is in the possession of contractors to the Service Provider and/or agents of the Service Provider.

DENTAL REGISTRY NETWORK

LIST OF PARTICIPATING CDCR INSTITUTIONS

Institution
Avenal State Prison (ASP) 1 Kings Way Avenal, CA 93204-9708 (559) 386-0587 Ext. 7426; Fax (559) 386-7450
Centinela State Prison (CEN) 2302 Brown Road Imperial, CA 92251 (760) 337-7900 Ext. 7045; Fax (760) 482-3004
California Correctional Institution (CCI) 24900 Highway 202 Tehachapi, CA 93561-5558 (661) 822-4402 Ext. 3289
California Health Care Facility – Stockton (CHCF) 7707 Austin Road Stockton, CA 95215-8312 (209) 467-2500
California Institution for Men (CIM) 14901 Central Avenue Chino, CA 91710-9500 (909) 597-1821 Ext. 6533; Fax (909) 606-7009
California Institution for Women (CIW) 16756 Chino-Corona Road Corona, CA 92880-9508 (909) 597-1771 Ext. 3702; Fax (909) 606-4925
California Medical Facility (CMF) 1600 California Drive Vacaville, CA 95687 (707) 448-6841 Ext. 2601
California Men's Colony (CMC) Highway 1 San Luis Obispo, CA 93409-0001 805) 547-7675; Fax (805) 547-7520
California State Prison – Corcoran (COR) 4001 King Avenue Corcoran, CA 93212-9611 (559) 992-8800 Ext. 6924; Fax (559) 992-9423

Institution
California State Prison – Sacramento (SAC) 100 Prison Road Represa, CA 95671-3000 (916) 985-8610 Ext. 6554
San Quentin Rehabilitation Center (SQ) 1 Main Street San Quentin, CA 94964 (415) 721-3506
California State Prison – Solano (SOL) 2100 Peabody Road Vacaville, CA 95687-6639 (707) 451-0182 Ext. 5333; Fax (707) 454-3202
California Substance Abuse Treatment Facility and State Prison, Corcoran (SATF) 900 Quebec Avenue Corcoran, CA 93212-9715 (559) 992-7100 Ext. 5734; Fax (559) 992-7542
Calipatria State Prison (CAL) 7018 Blair Road Calipatria, CA 92233-963 (760) 348-7000 Ext. 5450
Central California Women's Facility (CCWF) 23370 Road 22 Chowchilla, CA 93610-8504 (559) 665-5531 Ext. 7714; Fax (559) 665-8199
Correctional Training Facility (CTF) Highway 101 North Soledad, CA 93960 (831) 678-3951 Ext. 4103; Fax (831) 678-5882
California State Prison – Los Angeles County (LAC) 44750 60th Street West Lancaster, CA 93536-7619 (661) 729-2000 Ext. 7879; Fax (661) 723-8331

Institution
Folsom State Prison (FSP) 300 Prison Road Represa, CA 95671-3001 (916) 985-2561 Ext. 4760; Fax (916) 351-3001
High Desert State Prison (HDSP) 475-750 Rice Canyon Road Susanville, CA 96130 (530) 251-5100 Ext. 5456
Ironwood State Prison (ISP) 19005 Wiley's Well Road Blythe, CA 92225-2287 (760) 921-3000 Ext. 6713
Kern Valley State Prison (KVSP) 3000 West Cecil Avenue Delano, CA 93215-1821 (661) 721-6300 Ext. 5988; Fax (661) 721-6377
Mule Creek State Prison (MCSP) 4001 Highway 104 Ione, CA 95640 (209) 274-4911 Ext. 6656; Fax (209) 274-5024
North Kern State Prison (NKSP) 2737 West Cecil Avenue Delano, CA 93215-1821 (661) 721-2345 Ext. 6012
Pelican Bay State Prison (PBSP) 5905 Lake Earl Drive Crescent City, CA 95532-0001 (707) 465-1000 Ext. 7002; Fax (707) 465-9127

Institution
Pleasant Valley State Prison (PVSP) 24863 West Jayne Avenue Coalinga, CA 93210-9502 (559) 935-4900 Ext. 5720; Fax (559) 935-4977
Richard J. Donovan Correctional Facility (RJD) 480 Alta Road San Diego, CA 92179-0001 (619) 661-6500 Ext. 8670; Fax (619) 661-7502
Salinas Valley State Prison (SVSP) 31625 Highway 101 Soledad, CA 93960-9529 (831) 678-5500 Ext. 6058; Fax (831) 678-5504
Sierra Conservation Center (SCC) 5100 O'Byrnes Ferry Road Jamestown, CA 95327-9102 (209) 984-5291 Ext. 5560; Fax (209) 984-0151
Valley State Prison (VSP) 21633 Avenue 24 Chowchilla, CA 93610-9650 (559) 665-6100 Ext. 6898; Fax (559) 665-8943
Wasco State Prison – Reception Center (WSP) 701 Scofield Avenue Wasco, CA 93280-7515 (661) 758-8400 Ext. 6561; Fax (661) 758-7

DENTAL REGISTRY NETWORK
CALIFORNIA STATE INSTITUTIONS MAP

For more information, visit our website www.cchcs.ca.gov, or contact us: toll-free (877) 793-4473 MedCareers@cdcr.ca.gov

ATTACHMENT 1
REQUIRED ATTACHMENTS CHECKLIST

Proposer's Name:

_____

A complete proposal package consists of all required items listed in the RFP and identified below. Place an "X" next to each Attachment you are submitting to the State and indicate the page number where the attachment can be found. For the proposal to be considered responsive, all required Attachments must be submitted with this checklist on top.

Checklist						
Included			Attachment Number	Attachment Name / Description	Attachment Required	Page Number
			1	**Required Attachments Checklist**	Yes	
			2	**Proposal/Proposer Certification Sheet**	Yes	
			3	**Bidder Declaration Form**	Yes	
			4	**DVBE Incentive Application Request**	If Applicable	
			5	**Darfur Contracting Act Certification**	If Applicable	
			6	**California Civil Rights Laws Certification**	Yes	
			7	**Contractor Certification Clauses**	Yes	
			8	**Iran Contracting Act**	Yes	
			9	**Payee Data Record**	Yes	
			10	**Supplement Vendor Payee Data Record**	Yes	
			11	**Certificate of Good Standing**	Yes	
			12	**Customer Reference Questionnaire**	Yes	
			13	**Conflict of Interest Compliance Certification**	Yes	
			14	**Confidentiality Agreement Form**	Yes	
			15	**Rate Sheet**	Yes	

ATTACHMENT 2
PROPOSAL/PROPOSER CERTIFICATION SHEET

This sheet must be signed and returned along with all the Required Attachments and must bear a certified digital signature or scanned wet signature of a person authorized to bind the Proposer's firm.

The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

An Unsigned Proposal/Proposer Certification Sheet May Be Cause for Rejection

<table>
<tr><td>1. Organization/Company Name</td><td>2. Telephone Number</td><td>2a. Fax Number</td></tr>
<tr><td colspan="3">3. Address</td></tr>
<tr><td colspan="3">Indicate your organization type:
4. ☐ Sole Proprietorship | 5. ☐ Partnership | 6. ☐ Corporation</td></tr>
<tr><td colspan="3">Indicate the applicable employee and/or corporation number:
7. Federal Employee ID No. | 8. California Corporation</td></tr>
<tr><td colspan="3">9. Indicate applicable license and/or certification information:</td></tr>
<tr><td colspan="2">10. Proposer's Name (Print)</td><td>11. Title</td></tr>
<tr><td colspan="2">12. Signature</td><td>13. Date</td></tr>
<tr><td colspan="3">14. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Certification (OSDC) as:
a. Small Business Enterprise
Yes ☐ No ☐
If yes, enter certification number: _____
b. Disabled Veteran Business Enterprise
Yes ☐ No ☐
If yes, enter your service code below: _____
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes".
Date application was submitted to OSDS, if an application is pending: _____</td></tr>
</table>

ATTACHMENT 2
(Page 2 of 2)

Completion Instructions for Proposal/Proposer Certification Sheet

Complete the numbered items on the ProposalProposer Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your Federal Employee Tax Identification Number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Indicate applicable license and/or certification information that your firm possesses and that is required for the type of services being procured.
10, 11, 12, 13	Must be completed. These items are self-explanatory.
14	If certified as a Small Business Enterprise, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veteran Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSDC.

ATTACHMENT 3
BIDDER DECLARATION

To view the form, click on the heading. Contact Contract Support Team: m_ContractSupport@cdcr.ca.gov to request a hard copy.

ATTACHMENT 4
DVBE INCENTIVE APPLICATION REQUEST

Under the DVBE Incentive Regulations, CCR Title 2, Section 1896.99.100, I request the application of the DVBE Program Incentive to RFP 17MC-SA004 to determine if my firm may be in line for proposal award.

a. I understand that the DVBE Incentive application will be applied using the "Low Cost Method" and cannot be used to achieve any applicable minimum point requirements.

b. I understand the DVBE firm(s) selected must provide a "Commercially Useful Function" as required under Government Codes 14837(d)(4) and Military and Veterans Code 999(b)(5)(B).

c. I understand I will be required to report my firm's DVBE activities quarterly to the DMHC Contract Unit.

d. I understand that subsequent amendments to the Agreement may require continued use of the identified DVBE firm if that contract amendment adds additional funding for continued services.

e. As the Proposing firm, I identify the following percentage of DVBE participation for this solicitation: _____ percent.

SECTION A - PROPOSING FIRM INFORMATION		
Firm Name:		
Firm Representative:	Title:	
Firm Address:		
City:	State:	Zip:
Firm Telephone:		
Firm Email Contact:		

SECTION B - PROPOSED DVBE FIRM		
DVBE Firm Name:		
Firm Representative:	Title:	
Firm Address:		
City:	State:	Zip:
Firm Telephone:	Firm Fax:	
Firm Email Contact:		
DVBE Certification:	DGS OSDS No.:	Date of Expiration:
Services to be Performed:		

Proposer Instructions:

1. Complete information in Section A.
2. Fax this form to DVBE firm(s) to complete Section B.
3. Instruct the DVBE firm(s) to provide a copy of their DGS Office of Small and DVBE Services Certification.
4. This form must be included with your proposal to be considered for the DVBE Incentive application.

ATTACHMENT 5

DARFUR CONTRACTING ACT CERTIFICATION

To view the form, click on the heading. Contact Contract Support Team: m_ContractSupport@cdcr.ca.gov to request a hard copy.

ATTACHMENT 6

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

To view the form, click on the heading. Contact Contract Support Team: m_ContractSupport@cdcr.ca.gov to request a hard copy.

ATTACHMENT 7

CONTRACTOR CERTIFICATION CLAUSES

To view the form, click on the heading. Contact Contract Support Team: m_ContractSupport@cdcr.ca.gov to request a hard copy.

ATTACHMENT 8
IRAN CONTRACTING ACT

To view the form, click on the heading. Contact Contract Support Team: m_ContractSupport@cdcr.ca.gov to request a hard copy.

Print Form | Reset Form

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD

ATTACHMENT 9

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

Section 1 – Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

CITY, STATE, ZIP CODE	E-MAIL ADDRESS

Section 2 – Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

- ☐ **SOLE PROPRIETOR / INDIVIDUAL**
- ☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*
- ☐ **PARTNERSHIP**
- ☐ **ESTATE OR TRUST**

CORPORATION (see instructions on page 2)

- ☐ **MEDICAL** *(e.g., dentistry, chiropractic, etc.)*
- ☐ **LEGAL** *(e.g., attorney services)*
- ☐ **EXEMPT** *(e.g., nonprofit)*
- ☐ **ALL OTHERS**

Section 3 – Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity), in which the sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity), in which the sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

___ ___ ___ -___ ___ - ___ ___ ___ ___

OR

Federal Employer Identification Number (FEIN)

___ ___ - ___ ___ ___ ___ ___ ___ ___

Section 4 – Payee Residency Status (See instructions)

☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.

☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.

- ☐ No services performed in California
- ☐ Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE	TITLE	E-MAIL ADDRESS

SIGNATURE	DATE	TELEPHONE *(include area code)*

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE	UNIT/SECTION
California Correctional Health Care Services (CCHCS)	Direct Care Contracts Section/Contract Support Team

MAILING ADDRESS	FAX	TELEPHONE *(include area code)*
P.O. Box 588500	N/A	(916) 691-0698

CITY	STATE	ZIP CODE	E-MAIL ADDRESS
Elk Grove	CA	95758	m_ContractSupport@cdcr.ca.gov

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form1099).
NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to 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 and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.
Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)…	THEN Select the Box for…
Individual ● Sole Proprietorship ● Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships ● Limited Liability Partnerships (LLP) ● and, LLC treated as a Partnership	Partnerships
Estate ● Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc. ● LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) ● LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above ● LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

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 R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- 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.
- 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.
  - 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.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

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

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signe e can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

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. 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. 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.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

STATE OF CALIFORNIA
DEPARTMENT OF CORRECTIONS AND REHABILITATION
Rev. 05/1/2021

ATTACHMENT 10

SUPPLEMENT VENDOR PAYEE DATA RECORD FORM

Form to be completed by Vendor.

LEGAL NAME OF BUSINESS
DBA
FEIN OR SSN NUMBER

BUSINESS PHYSICAL ADDRESS

STREET
CITY

STATE	ZIP

REMIT TO INFORMATION
(WHERE YOU WANT YOUR PAYMENTS SENT. ADDRESS MUST MATCH REMIT TO ADDRESS ON INVOICE.)

COMPANY NAME
STREET(P.O. Box)
CITY

STATE	ZIP

CONTACT INFORMATION

SALES CONTACT PERSON	ACCOUNTING CONTACT PERSON
TITLE	TITLE
PHONE	PHONE
FAX	FAX

SALES E-MAIL ADDRESS
WEB-SITE ADDRESS:

PURCHASING INFORMATION

☐ SERVICE TYPE OF SERVICE PROVIDED:

☐ COMMODITY TYPE OF PRODUCT PROVIDED:

STATE OF CALIFORNIA
DEPARTMENT OF CORRECTIONS AND REHABILITATION
Rev. 05/1/2021

SUPPLEMENT VENDOR PAYEE DATA RECORD FORM

BUSINESS DESIGNATION
(Fill out only if registered with the Dept. of General Services)

☐ SMALL BUSINESS (SB)	CERTIFICATION # -	EXPIRATION DATE
☐ MICRO BUSINESS (MB)	CERTIFICATION # -	EXPIRATION DATE
☐ DVBE BUSINESS	CERTIFICATION # -	EXPIRATION DATE
☐ SMALL BUSINESS PUBLIC WORK	CERTIFICATION # -	EXPIRATION DATE
☐ NP VETERAN SERVICE AGENCY	CERTIFICATION # -	EXPIRATION DATE
☐ NON-PROFIT RECOGNITION	CERTIFICATION # -	EXPIRATION DATE

TAX INFORMATION
(Fill out if you expect a 1099 at the end of the year)

WITHHOLDING TAX INFORMATION

- ☐ RENTS
- ☐ ROYALTIES
- ☐ OTHER INCOME (PRIZED, AWARDS)
- ☐ FISHING BOAT PROCEEDS
- ☐ MEDICAL AND HEALTHCARE PAYMENTS
- ☐ NONEMPLOYEE COMPENSATION
- ☐ SUBSTITUTE PAYMENTS (DIVIDENDS/INTEREST)
- ☐ DIRECT SALES
- ☐ CROP INSURANCE PROCEEDS
- ☐ EXCESS GOLDEN PARACHUTE PAYMENTS
- ☐ GROSS PROCEEDS PAID TO AN ATTORNEY
- ☐ STATE TAX WITHHELD

TYPE OF RECIPIENT (PLEASE SELECT ONE/ SHOULD MATCH SECTION 3 OF STD 204)

- ☐ CORPORATION (REGULAR)---------- **(SELECT "ALL OTHERS" ON 204)**
  - ☐ MEDICAL CORPORATION--------- **(SELECT "MEDICAL" ON 204)**
  - ☐ LEGAL CORPORATION---------- **(SELECT "LEGAL" ON 204)**
  - ☐ NON-PROFIT CORP.----- **(SELECT "EXEMPT(N. PROF)" ON 204)**
  - ☐ LLC C-CORPORATION --------- **(SELECT "ALL OTHERS" ON 204)**
  - ☐ LLC S-CORPORATION--------- **(SELECT "ALL OTHERS" ON 204)**
- ☐ LLC PARTNERSHIP ---------- **(SELECT "PARTNERSHIP" ON 204)**
- ☐ SINGLE MEMBER LLC ----- **(SELECT "SOLE PROP, INDIV LLC" ON 204)**
- ☐ TAX EXEMPT ORG. ---------- **(OTHER THAN NON PROFIT CORP.)**
- ☐ INDIVIDUAL/ SOLE PROP-- **(SELECT "SOLE PROP, INDIV LLC" ON 204)**
- ☐ ESTATE---------- **(SELECT "ESTATE" ON 204)**
- ☐ QUALIFIED INTERMEDIARY
- ☐ ARTIST OR ATHLETE
- ☐ GOVERNMENT OR INT. ORGANIZATION
- ☐ NOMINEE
- ☐ FIDUCIARY
- ☐ AUTHORIZES FOREIGN AGENT
- ☐ TYPE OF RECIPIENT UNKNOWN
- ☐ PRIVATE FOUNDATION

STOP! Only fill out this section if your company has sold their receivables to another company

FACTORING VENDOR (WHEN A VENDOR SELLS RECEIVABLES TO A THIRD PARTY) ATTACH COPY OF THE LETTER FROM VENDOR NOTIFIYING CDCR OF THE ASSIGNMENT

COMPANY NAME

DBA

STREET(P.O. Box)

CITY

STATE | ZIP

ATTACHMENT 11
CERTIFICATE OF GOOD STANDING

Provide a copy of your organization's Certificate of Good Standing from the California Secretary of State.

ATTACHMENT 12
CUSTOMER REFERENCE QUESTIONNAIRE

PROPOSER'S NAME:

_____

The California Department of Corrections and Rehabilitation, California Correctional Health Care Services (CDCR/CCHCS) is conducting a solicitation for Dental Registry Network Services. It is the proposer's responsibility to furnish a letter of reference with each copy of the Customer Reference Questionnaire. The Customer Reference Questionnaires and letters of reference will be used to evaluate the proposer's past performance. In order for a proposer to receive consideration, the CCHCS Direct Care Contracts Section Proposal Representative must receive the completed Customer Reference Questionnaires and accompanying letters of reference on or before the date included in the solicitation.

Note: If two Customer Reference Questionnaires and two letters of reference are not received by the proposal deadline, the proposal will be rejected from further consideration.

Customer Reference

Agency/Company Name:
Address:
Contact Person/Title:
Telephone Number:

1. Please list the services the proposer provided to your company:

   _____

2. Were there any issues or concerns that needed to be addressed regarding the proposer's performance?

   ☐ Yes ☐ No

   If yes, what were they and how were they resolved?

   _____

3. How long has the proposer performed services for your company? _____

4. Approximately how many people are employed by your company? _____

5. Please rate the proposer's ability to respond to requests in a timely manner.

   ☐ Excellent ☐ More than Adequate ☐ Adequate ☐ Barely Adequate ☐ Inadequate

6. Please rate the proposer's accessibility, responsiveness, and overall quality of customer service and support.

   ☐ Excellent ☐ More than Adequate ☐ Adequate ☐ Barely Adequate ☐ Inadequate

7. Please rate the proposer's overall accuracy, timeliness, and reliability of providing services.

   ☐ Excellent ☐ More than Adequate ☐ Adequate ☐ Barely Adequate ☐ Inadequate

8. Please rate the proposer's overall accuracy, completeness, and timeliness of invoicing.

   ☐ Excellent ☐ More than Adequate ☐ Adequate ☐ Barely Adequate ☐ Inadequate

9. Please rate the proposer's quality of training provided to your staff (including written instructions).

   ☐ Excellent ☐ More than Adequate ☐ Adequate ☐ Barely Adequate ☐ Inadequate

Reference Signature: _____ Date: _____

Please return the completed Customer Reference Questionnaire and accompanying letter of reference to the CCHCS Direct Care Contracts Section Proposal Representative.

ATTACHMENT 13
CONFLICT OF INTEREST COMPLIANCE CERTIFICATE

1. CCHCS intends to avoid conflicts of interest or the appearance of conflicts of interest on the part of the proposer/contractor, subcontractors, or any of their stakeholders. Thus, CCHCS reserves the right to determine, in its sole discretion, whether any information received from any source indicates the existence of a conflict of interest.

   a. Conflict of interest include, but is not limited to:

      (1) An instance where the proposer/contractor, subcontractors, or any of their stakeholders has an interest, financially or for any purpose that is contrary to the goals and objectives of the Agreement, whereby the use or disclosure of information obtained while performing service under the Agreement would allow for private or personal benefit.

      (2) Where pursuant to the Political Reform Act (Government Code Section §87100-87505), no public official at any level shall make, participate in making, or in any way attempt to use their official position to influence a governmental decision in which he or she knows or has reason to know he or she has a financial interest.

      (3) Where pursuant to Government Code Section §1090 et seq., CCHCS officials shall not be financially interested or participate in the making of an Agreement with the proposer/contractor.

2. CCHCS' determination of a suspected or potential conflict of interest will be based on all of the proposers/contractor's business affiliations and contractual relationships.

3. If CCHCS is aware of a known or suspected conflict of interest, the proposer/contractor will be given the opportunity to submit additional information to resolve the conflict. A proposer/contractor with a suspected conflict of interest will have five (5) working days from the date of notification by CCHCS to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CCHCS and cannot be resolved to the satisfaction of CCHCS, before or after the award of the Agreement, the conflict will be grounds for the proposal to be deemed non-responsive and/or termination of the Agreement.

4. The proposer/contractor shall place this certificate in the Appendix Section of its narrative proposal response to this Request for Proposal (RFP). This Certificate shall contain the original signature of an official or employee of the proposer/contractor who is authorized to bind the proposer/contractor.

5. This Certificate will be incorporated into the Agreement, if any, awarded from this IFB. It is understood that this requirement shall be in effect for the entire term of the Agreement. The proposer/contractor shall obtain a completed Certificate from any proposed subcontractor and submit it to CCHCS prior to approval of the subcontractor by CCHCS.

6. The proposer/contractor and each subcontractor shall notify CCHCS, Direct Care Contracts Section, at P.O. Box 588500 Elk Grove, CA 95758 within ten (10) working days of any change to the information provided on this Certificate.

7. If the proposer/contractor has a suspected or potential conflict of interest, the proposer shall attach a description of the relationship, a plan for ensuring that such a relationship will not adversely affect CCHCS, and procedures to guard against the existence of an actual conflict of interest.

The undersigned hereby affirms that: (check one)

☐ The statements above have been read and that no conflict of interest exists.

☐ A suspected or potential conflict of interest does exist, and additional information (as described in Paragraph 7 above) is attached along with a plan to address the possible conflict of interest.

Signed: _____

Title: _____

Date: _____

Type or Print Name of
Authorized Representative:

_____

ATTACHMENT 14
CONFIDENTIALITY AGREEMENT FORM

As an authorized representative and/or corporate officer of the company named below, or as a subcontractor participating in this project, I warrant my company and its employees will exercise a reasonable degree of care not to disclose any documents, diagrams, information, and information storage media made available to us by the State for the purpose of responding to **RFP Number:** SD25-00032 and marked as confidential. I warrant that only those employees who are authorized and required to use such materials for the purpose of responding to **RFP Number:** SD25-00032 will have access to them. If it is necessary for subcontractors, affiliates, or other related entities to view any marked confidential documents for the purpose of responding to **RFP Number:** SD25-00032 **,** I warrant that they will not have access to any marked confidential documents until they have signed this confidentiality statement and submitted it to the State.

I further warrant that all materials provided by the State and marked as confidential will be returned promptly after use and that all copies or derivations of the materials will be physically and/or electronically destroyed. I will include with the returned materials a letter attesting to the complete return of materials and documenting the destruction of copies and derivations. Failure to comply may subject this company to liability, both criminal and civil, including all damages to the State and third parties.

_____ _____
Signature of Proposer or Authorized Representative Date

_____
Name of Proposer or Authorized Representative

_____
Title of Proposer or Authorized Representative

_____
Name of Company

California Department of Corrections and Rehabilitation (CDCR)/
California Correctional Health Care Services (CCHCS)

ATTACHMENT 15
RATE SHEET

This is a mandatory submittal. The California Department of Corrections and Rehabilitation/California Correctional Health Care Services (CDCR/CCHCS) seeks cost proposals for an all-inclusive temporary/relief provider rate that includes rate of compensation based on tiered hourly staff rates for each classification, and an hourly overhead rate. The hourly overhead rate must be established as one flat rate per classification, and must be the same across all tier levels, to cover direct and corporate overhead margins for ongoing project operations.

Proposers are advised that the Tier Level will be set for each institution and classification by CCHCS Direct Care Contracts Section (DCCS) upon award of the contract. Classification(s) within an institution may change tiers to another Tier Level at the discretion of DCCS based on location, staffing needs, and other factors as deemed necessary by DCCS. Changes to Tier Levels may occur once yearly or as deemed necessary by DCCS. Changes to Tier Levels will not require an amendment to the contract. Utilization of each Optional Extension Year will require an amendment to the contract.

Although multiple Tier Levels are provided as a good faith estimate and guide for proposers, all proposers are advised and should assume that all staffing service hours may occur at Tier Level 1, and are not a guarantee of hours at a specific Tier Level. There is no guarantee of Tier Level increases during the term of the contract. Any change to a Tier Level for a specific classification within a specific institution may have a time period established for the change. At the end of the established time period, the specific classification within the specific institution may return to the previous Tier Level, unless the change is extended.

Proposers are advised to anticipate and account for factors such as inflation, market adjustments, labor rate changes, etc. when providing rates for the Initial Contract Term and Optional Extension Years. CCHCS Direct Care Contracts Section (DCCS), at its discretion, may increase the agreement amount by up to an additional 25% of the Total Cost provided for the Initial Contract Term and/or each Optional Extension Year on this Rate Sheet for unanticipated costs/tasks and/or to account for inflation, market adjustments, labor rate changes, etc.

This proposal also includes a "Network Implementation Cost" for the awarded proposer to receive upon the completion of the network development. Proposers must submit a total cost to develop the network, as well as an hourly rate, which includes the staff and overhead margin, for the initial contract term and three optional extension periods. Failure to indicate a dollar amount for any requisite item may be grounds to reject the entire proposal.

Network Implementation Cost:		$ -

Dental Registry Services (Initial Contract Term 36 months)

Classifications	Tier Level	Hourly Rate Cap (Hourly Staff Rate+Overhead)[1]	Hourly Staff Rate Proposed[2]	+	Hourly Overhead Rate Proposed[3]	=	Total Hourly Rate	Total Cost[5] (Hours X Highest Rate)
Dentist	1	MIN: $150 MAX: $170	$ -	+	$ -	=	$ -	$0.00
	2	MIN: $160 MAX: $180	$ -	+	$ -	=	$ -	
	3	MIN: $170 MAX: $190	$ -	+	$ -	=	$ -	
Estimated Hours[4]			**24,101**					
Registered Dental Hygienist	1	MIN: $85 Max: $105	$ -	+	$ -	=	$ -	$0.00
	2	MIN: $95 Max: $115	$ -	+	$ -	=	$ -	
	3	MIN: $105 Max: $125	$ -	+	$ -	=	$ -	
Estimated Hours[4]			**6,053**					
Registered Dental Assistant	1	MIN: $45 MAX: $65	$ -	+	$ -	=	$ -	$0.00
	2	MIN: $55 MAX: $75	$ -	+	$ -	=	$ -	
	3	MIN: $65 MAX: $85	$ -	+	$ -	=	$ -	
Estimated Hours[4]			**52,647**					
Certified Dental Laboratory Technician	1	MIN: $50 MAX: $70	$ -	+	$ -	=	$ -	$0.00
	2	MIN: $60 MAX: $80	$ -	+	$ -	=	$ -	
	3	MIN: $70 MAX: $90	$ -	+	$ -	=	$ -	
Estimated Hours			**6,053**					

TOTAL SERVICE AMOUNT INITIAL CONTRACT TERM (36 months)		$0.00

California Department of Corrections and Rehabilitation (CDCR)/
California Correctional Health Care Services (CCHCS)

DENTAL RATE SHEET

Dental Registry Services (First Optional Extension Period 12 months)

Classifications	Tier Level	Hourly Rate Cap (Hourly Staff Rate+Overhead)[1]	Hourly Staff Rate Proposed[2]	+	Hourly Overhead Rate Proposed[3]	=	Total Hourly Rate	Total Cost[5] (Hours X Highest Rate)
Dentist	1	MIN: $150 MAX: $170	$ -	+	$ -	=	$ -	$0.00
	2	MIN: $160 MAX: $180	$ -	+	$ -	=	$ -	
	3	MIN: $170 MAX: $190	$ -	+	$ -	=	$ -	
Estimated Hours[4]			**8,850**					
Registered Dental Hygienist	1	MIN: $85 Max: $105	$ -	+	$ -	=	$ -	$0.00
	2	MIN: $95 Max: $115	$ -	+	$ -	=	$ -	
	3	MIN: $105 Max: $125	$ -	+	$ -	=	$ -	
Estimated Hours[4]			**2,223**					
Registered Dental Assistant	1	MIN: $45 MAX: $65	$ -	+	$ -	=	$ -	$0.00
	2	MIN: $55 MAX: $75	$ -	+	$ -	=	$ -	
	3	MIN: $65 MAX: $85	$ -	+	$ -	=	$ -	
Estimated Hours[4]			**16,700**					
Certified Dental Laboratory Technician	1	MIN: $50 MAX: $70	$ -	+	$ -	=	$ -	$0.00
	2	MIN: $60 MAX: $80	$ -	+	$ -	=	$ -	
	3	MIN: $70 MAX: $90	$ -	+	$ -	=	$ -	
Estimated Hours[4]			**2,223**					
TOTAL SERVICE AMOUNT 1ST YEAR EXT CONTRACT TERM (12 months)								$0.00

Dental Registry Services (Second Optional Extension Period 12 months)

Classifications	Tier Level	Hourly Rate Cap (Hourly Staff Rate+Overhead)[1]	Hourly Staff Rate Proposed[2]	+	Hourly Overhead Rate Proposed[3]	=	Total Hourly Rate	Total Cost[5] (Hours X Highest Rate)
Dentist	1	MIN: $150 MAX: $170	$ -	+	$ -	=	$ -	$0.00
	2	MIN: $160 MAX: $180	$ -	+	$ -	=	$ -	
	3	MIN: $170 MAX: $190	$ -	+	$ -	=	$ -	
Estimated Hours[4]			**9,293**					
Registered Dental Hygienist	1	MIN: $85 Max: $105	$ -	+	$ -	=	$ -	$0.00
	2	MIN: $95 Max: $115	$ -	+	$ -	=	$ -	
	3	MIN: $105 Max: $125	$ -	+	$ -	=	$ -	
Estimated Hours[4]			**2,334**					
Registered Dental Assistant	1	MIN: $45 MAX: $65	$ -	+	$ -	=	$ -	$0.00
	2	MIN: $55 MAX: $75	$ -	+	$ -	=	$ -	
	3	MIN: $65 MAX: $85	$ -	+	$ -	=	$ -	
Estimated Hours[4]			**20,299**					

California Department of Corrections and Rehabilitation (CDCR)/
California Correctional Health Care Services (CCHCS)

DENTAL RATE SHEET

Certified Dental Laboratory Technician	1	MIN: $50 MAX: $70	$ -	+	$ -	=	$ -	$0.00
	2	MIN: $60 MAX: $80	$ -	+	$ -	=	$ -	
	3	MIN: $70 MAX: $90	$ -	+	$ -	=	$ -	
Estimated Hours[4]			**2,334**					
TOTAL SERVICE AMOUNT 2ND YEAR EXT CONTRACT TERM (12 months)								$0.00

Dental Registry Services (Third Optional Extension Period 12 months)

Classifications	Tier Level	Hourly Rate Cap (Hourly Staff Rate+Overhead)[1]	Hourly Staff Rate Proposed[2]	+	Hourly Overhead Rate Proposed[3]	=	Total Hourly Rate	Total Cost[5] (Hours X Highest Rate)
Dentist	1	MIN: $150 MAX: $170	$ -	+	$ -	=	$ -	$0.00
	2	MIN: $160 MAX: $180	$ -	+	$ -	=	$ -	
	3	MIN: $170 MAX: $190	$ -	+	$ -	=	$ -	
Estimated Hours[4]			**9,757**					
Registered Dental Hygienist	1	MIN: $85 Max: $105	$ -	+	$ -	=	$ -	$0.00
	2	MIN: $95 Max: $115	$ -	+	$ -	=	$ -	
	3	MIN: $105 Max: $125	$ -	+	$ -	=	$ -	
Estimated Hours[4]			**2,450**					
Registered Dental Assistant	1	MIN: $45 MAX: $65	$ -	+	$ -	=	$ -	$0.00
	2	MIN: $55 MAX: $75	$ -	+	$ -	=	$ -	
	3	MIN: $65 MAX: $85	$ -	+	$ -	=	$ -	
Estimated Hours[4]			**21,314**					
Certified Dental Laboratory Technician	1	MIN: $50 MAX: $70	$ -	+	$ -	=	$ -	$0.00
	2	MIN: $60 MAX: $80	$ -	+	$ -	=	$ -	
	3	MIN: $70 MAX: $90	$ -	+	$ -	=	$ -	
Estimated Hours[4]			**2,450**					
TOTAL SERVICE AMOUNT 3RD YEAR EXT CONTRACT TERM (12 months)								$0.00

Total Cost Calculation

TOTAL SERVICE AMOUNT INITIAL CONTRACT TERM (36 months)	$0.00
+	

California Department of Corrections and Rehabilitation (CDCR)/
California Correctional Health Care Services (CCHCS)

DENTAL RATE SHEET

TOTAL SERVICE AMOUNT FIRST OPTIONAL YEAR (12 months)		$0.00
+		
TOTAL SERVICE AMOUNT SECOND OPTIONAL YEAR (12 months)		$0.00
+		
TOTAL SERVICE AMOUNT THIRD OPTIONAL YEAR (12 months)		$0.00
=		
TOTAL COST PROPOSAL		**$0.00**

1. Hourly Staff Rate Cap - The minimum and maximum hourly rate amount allowed per Tier Level.

2. Hourly Staff Rate Proposed - The amount the contractor will be paid per hour per classification at each tier, which includes what will be paid to the temporary/relief provider. The amount is applicable to the contractor and any sub-contractors, independent contractors, and any vendors contracted by the contractor utilized to meet the terms of the contract requirements. The rate proposed cannot be lower than the miminum or exceed the maximum listed on the Hourly Staff Rate Cap per Tier Level. Proposing hourly rates lower than the minimum or exceeding the maximum will result in the proposal being rejected.

3. Hourly Overhead Rate Proposed - The amount to cover all expenses related to administration, recruitment, overhead, and operating cost. Contractor shall be paid an overhead fee billable after the first month, and paid monthly for direct and corporate overhead margin for ongoing project operations.

4. Estimated Hours - This is a good faith effort by CCHCS to determine the number of hours that may be required for the temporary/relief staffing services of each classification and tier, and is only an estimate that could increase or decrease. This is not a guarantee of hours at any Tier Level.

5. Total Cost - The Total Hourly Staff Rate Proposed, plus the Hourly Overhead Rate Proposed, multiplied by the Estimated Number of Staffing Service Hours. This amount will be used in determining proposed cost amount.