

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable) CCHCS-5225
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION

CONTRACTOR NAME
TO BE DETERMINED

2. The term of this Agreement is:

START DATE
TO BE DETERMINED

THROUGH END DATE
June 30, 2023

3. The maximum amount of this Agreement is:
TO BE DETERMINED

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	1
Exhibit A-1	Detailed Scope of Work	5
Exhibit B	Budget Detail and Payment Provisions	4
+ - Exhibit B-1	Rate Sheet	1
+ - Exhibit C*	General Terms and Conditions	GTC4/17
+ - Exhibit D	CCHCS Special Provisions	7
+ - Exhibit E	Insurance Requirements	1
+ - Attach 1	Service Report	1

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
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PRINTED NAME OF PERSON SIGNING	TITLE
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CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable) CCHCS-5225
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
 California Department of Corrections and Rehabilitation
 California Correctional Health Care Services
 Acquisitions Management Section

CONTRACTING AGENCY ADDRESS 8280 Longleaf Drive, Building D-2	CITY Elk Grove	STATE CA	ZIP 95758
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PRINTED NAME OF PERSON SIGNING	TITLE Contract Services Manager
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CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
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CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) SCM Vol. 1, 4.04 (A)(2)
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Contractor Name:
 California Department of Corrections and Rehabilitation
 California Correctional Health Care Services
 Scope of Work

Contract Number:

Exhibit A

SCOPE OF WORK

- A. The Contractor agrees to provide to California Department of Corrections and Rehabilitation (CDCR), California Correctional Health Care Services (CCHCS) all labor, maintenance, travel and per diem, parts, materials, non-consumable supplies, transportation, equipment, and every other item of expense necessary to provide Pharmacy Hood Bi-Annual Inspection, Repair, and Testing Services as defined in **Exhibit A-1 - Detailed Scope of Work**.
- B. The Contractor agrees to adhere to the minimum qualifications and requirements as set forth in Solicitation # SD20-00013.
- C. The services shall be performed at the California Health Care Facility (CHCF) located at 7707 South Austin Road, Stockton, CA 95215.
- D. The Contractor’s work hours shall be between 8:00 a.m. to 5:00 p.m., Monday through Friday. No work shall be performed on State holidays. No overtime shall be authorized in conjunction with this Contract.
- E. The term of this Contract shall be January 11, 2021 (or upon approval, whichever is later) through June 30, 2023. The Contractor is not authorized to commence work, as described in this Contract, until the Contract has been fully executed. Any services provided prior to execution of the Contract shall be considered voluntary and non-compensable.
- F. CDCR/CCHCS reserves the option to amend the Contract and reduce funds when it is in the best interest of the CDCR/CCHCS, or when fiscally necessary.
- G. The representatives during the term of this Contract will be:

CDCR/CCHCS Contract Manager	Contractor Representative
CDCR/CCHCS, CHCF, Pharmacy	Contractor: Name of Contractor
Name: Name of Contract Manager	Name: Representative’s Name
Phone: Phone # of Contract Manager	Phone: Representative’s Phone #
Email: Contract Manager Email address	Email: Representative’s Email address

Direct all contract inquiries to:

CDCR/CCHCS Contract Analyst	Contractor Representative
Acquisitions Management Section	Contractor: Name of Contractor
Contract Analyst Name: Nicole Tindell	Name: Contact Name for Contractor
Address: <u>Physical:</u> 8280 Longleaf Drive, Building D-2 Elk Grove, CA 95758 <u>Mailing:</u> PO Box 588500 Elk Grove, CA 95758	Address: Address of Contractor
Phone: (916) 691-3088	Phone: Contractor phone number
Email: nicole.tindell@cdcr.ca.gov	Email: Contractor email address

DETAILED SCOPE OF WORK

A. PURPOSE AND DESCRIPTION OF SERVICES:

The California Department of Corrections and Rehabilitation, California Correctional Health Care Services, herein referred to as "CDCR/CCHCS", has identified a need for Pharmacy Hood Inspection Services.

Contractor agrees to inspect, clean, repair and provide certification of all makes and models of biological safety cabinets (chemotherapy hoods), laminar flow clean benches (IV hoods) and barrier isolators.

B. CONTRACTOR RESPONSIBILITIES:

1. The Contractor agrees to inspect, clean, repair, and provide certification of all makes and models of biological safety cabinets (chemotherapy hoods), laminar flow clean benches (IV hoods) and barrier isolators as specified in ***Exhibit A-2 – Equipment List***.
2. The Contractor shall perform all testing, repair and inspection services as necessary to maintain the optimum level of efficiency for each specified piece of equipment as specified in ***Exhibit A-2 – Equipment List***.
3. The Contractor shall provide services as needed for all repairs requested or necessary to keep the biological safety cabinets (chemotherapy hoods), laminar flow clean benches (IV hoods) and barrier isolators operational.
4. The Contractor agrees to provide the requested services on the dates specified or within five (5) business days, or as mutually agreed upon between the Contractor and the State.
5. The Contractor shall provide proof of accreditations and re-accreditation certifications and staff competencies upon request of CDCR/CCHCS.
6. Contractor agrees to provide gate clearance information to the Contract manager or designee for security clearance prior to repair visit.
7. The Contractor shall ensure employees adhere to the institution's gate clearance process and requirements.

C. CDCR/CCHCS RESPONSIBILITIES:

1. Upon receipt of a written report with recommendation for repairs from the Contractor, the Pharmacist in Charge (PIC) or designee and the Chief Support Executive (CSE) or designee shall review the recommended repairs. Upon approval, the Contract Manager or designee shall instruct the Contractor to make the recommended repairs.
2. Dates of service shall be indicated by the Contract Manager or designee upon approval of the Contract.
3. The Contract manager or designee shall ensure the Contractor provides gate clearance information to for security clearance prior to repair visit.

Contractor Name:

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California Correctional Health Care Services
Scope of Work/Detailed Scope of Work

Contract Number:

Exhibit A-1

D. STAFF MINIMUM QUALIFICATIONS:

The Contractor agrees to adhere to the Consultant/Staff Minimum Qualifications as listed in the IFB which will be included hereto upon Contract Award.

F. TESTING, REPAIR AND INSPECTION SERVICES:

Contractor shall perform all testing, repair and inspection services as specified herein and as necessary to maintain the optimum level of efficiency for each specified piece of equipment as specified in **Exhibit A-2 – Equipment List**. Services shall include, as applicable, but not be limited to, lubrication, adjustment, calibration, replacement of any HEPA filters, gaskets and seals and operational testing of each piece of equipment, furnishing all necessary supplies and testing equipment, and providing any necessary repairs and parts replacement as specified by the manufacturer to maintain optimum efficiency.

If the Contractor identifies any non-operable or unsafe equipment and/or components that are not in good working order or in an unsafe condition while performing maintenance services, Contractor shall immediately report findings, verbally, to the Contract Manager or designee. Contractor shall submit a written report with recommendation for repairs to the Contract Manager or designee within twenty-four (24) hours of findings. Upon approval by the Chief Support Executive (CSE) or designee, the Contractor may be instructed to make recommended repairs approved by the Pharmacist in Charge (PIC) or designee.

G. TESTING, REPAIR AND INSPECTION SCHEDULE:

Contractor shall provide repair and inspection services for the specified equipment as specified in **Exhibit A-2 – Equipment List**. Dates of service will be indicated by the Contract Manager or designee upon approval of the Contract. Services shall be performed during **normal business hours 8:00 a.m. to 5:00 p.m. Monday through Friday**, State Holidays and weekends excluded, unless requested by CHCF. Contractor agrees to provide the requested services on the dates specified or within five (5) business days, or as mutually agreed upon between the Contractor and the State. The State reserves the right to request additional maintenance services at the rates listed in **Exhibit B-1 - Rate Sheet**.

The Contractor agrees to provide requested services upon the dates mutually agreed upon between the Contractor and the PIC or designee at CHCF. Contractor agrees to provide gate clearance information to the Contract manager or designee for security clearance prior to repair visit.

H. REPAIR SERVICES:

Contractor shall provide services as needed for all repairs requested or necessary to keep the biological safety cabinets (chemotherapy hoods), laminar flow clean benches (IV hoods) and barrier isolators operational. Repair services that are provided outside of regularly scheduled preventive maintenance visits, or not covered by the **Guarantee Section** specified herein, shall be paid by the State at the Repair Hourly Rate, as specified in **Exhibit B-1 - Rate Sheet**, herein. Contractor shall replace all parts requiring replacement in accordance with the **Parts Replacement Section** specified herein. Contractor shall provide repair services upon telephone request from the Contract Manager or designee. Contractor shall make an effort to respond to requests for repair service within eight (8) hours of notification and to be on-site at institution within seventy-two (72) hours.

Contractor shall make every effort to perform repair services during **normal business hours 8:00 am to 5:00 pm, Monday through Friday; State holidays excluded, unless requested by CHCF**. The State may, at its discretion, allow access to the equipment during non-business hours when necessary. Non-emergency repair services performed outside of normal business hours as specified herein must be approved in advance in writing by the Contract Manager or designee.

Contractor shall make every attempt to complete repairs the same working day. Unless the repair requires parts that must be ordered, no repair may take longer than five (5) working days to complete. When a delay in repair will occur due to parts that must be ordered, written notification must be presented to the Contract Manager or designee immediately.

E. PARTS REPLACEMENT:

The Contract shall include replacement of any part that becomes worn or inoperable, or that otherwise affects the equipment's operability in any way. A published price list for parts shall be submitted with the Contractor's invoice to the State. The Contractor must notify the Contract Manager or designee prior to ordering and/or installing the part.

The Contractor shall be reimbursed for the actual cost of the parts when a published price list is not available. A written estimate of the required part(s) must be submitted in writing to the Contract Manager or designee and approved before replacement. **All replacement parts will be invoiced at the listed rates, which shall include a 10% discount, plus sales tax, and paid in arrears.**

Parts replaced by the Contractor under the Contract shall be new, factory manufactured, or of equivalent quality. The Contractor agrees to maintain an adequate supply and/or be able to obtain within a reasonable amount of time any necessary replacement parts in order to perform repairs and maintenance in a timely manner. Consumables and other supply items are hereby excluded. Any parts that have been replaced become the property of the Institution.

I. EQUIPMENT CALIBRATION:

The Contractor shall identify all equipment requiring calibration and certification by placing an inspection sticker on the equipment. The sticker shall indicate the date of calibration/certification, date of service, and signature of the service technician servicing the equipment. All instruments used to calibrate the equipment shall be certified and traceable to the National Institute of Standards Technology (NIST). The Contractor shall provide a calibration certificate signifying that a continuing quality control program is in existence.

F. GUARANTEE:

The Contractor shall guarantee all equipment repairs and installation performed by the Contractor service technicians, including any replaced parts, for a minimum of 90 days from the date of service performance. If it is determined that failure has occurred due to defective parts or workmanship, the Contractor shall correct the failure at no additional expense to the State. Correction shall occur during normal State business hours upon request for service by the Contract Manager or designee.

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California Correctional Health Care Services
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Exhibit A-1

G. HOSPITAL/MEDICAL EQUIPMENT:

All services provided by the Contractor, including calibration, preventive maintenance, safety inspections, etc. must conform to all applicable Cities, County, State and Federal laws, ordinances, regulations, guidelines, pamphlets, circulation letters, or any other applicable directive. This includes, but is not limited to, Title 17 and Title 22, California Code of Regulations, California Rehabilitation Control Regulations, Subchapters 4 and 45, Chapter 5, Safety Orders of the State of California Division of Industrial Safety, Joint Commission of Accreditation of Hospitals Organization, American Hospital Association, College of American Pathologists, National Association of Fire Protection, California Occupational Health and Safety Administration, National Sanitation Foundation, and the State Fire Marshal's office.

H. DOCUMENTATION REQUIREMENTS:

After completion of service, the Contractor shall submit a completed **Attachment 1 - Service Report**, to the Contract Manager or designee listing the service provided, including all necessary repairs. Report shall include: Date of service, time in and time out, description of service provided, including replacement of all worn parts, name and signature of service technician, location of equipment, equipment make, model and serial number, description of any noted deficiencies and suggested corrective action, total labor hours expended, and signature of State employee certifying indicated services were performed. For clarification purposes, the time in and time out respectively begins and ends when the Contractor first enters and then exits the main facility gate. The Contractor shall submit a copy of this report with each invoice.

I. ACCIDENTS/DAMAGES:

Damage caused to the equipment covered herein due to fire, abuse, act of God, accident, unauthorized alterations, disasters, the elements, failure of electrical power, misuse, use of unauthorized agents, vandalism or negligence by the State or its officers, agents, employees, or CDCR inmates, are not covered by the Contract except on a time and material basis. Such repairs will be performed by the Contractor at the Contractor's current, published rates at the time service is required, but only after the Contractor has made an estimate of all costs involved and written documentation has been provided to the Contract Manager or designee. The State is solely responsible for deciding what, if any, repairs shall be made.

J. EXCLUSIONS:

Services provided under the Contract do not include maintenance of accessories, attachments, machines or other devices not specified herein. Also excluded are painting or refinishing of equipment, and the furnishing of supplies, accessories, or devices of any nature, except such items or equipment as may be necessary for the maintenance and repair of the equipment.

This does not include service, repair or replacement of parts required as a result of accident, neglect, abuse, misuse, alteration of equipment, or other improper operation, including but not limited to operation of equipment outside of its specified environmental conditions.

K. DISPUTES:

If the Contractor believes that there is a dispute between the Contractor and the CDCR/CCHCS arising out of or relating to this Contract, the Contractor shall first discuss and

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California Department of Corrections and Rehabilitation
California Correctional Health Care Services
Scope of Work/Detailed Scope of Work

Contract Number:

Exhibit A-1

attempt to resolve the issue informally with the Contract Manager as listed in this Contract. If the issue cannot be resolved at this level, the Contract Manager shall follow the following procedures:

Contract Manager must submit a request to the Manager, Acquisitions Management Section, explaining why the Contract Manager's resolution is unacceptable to the Contractor. The request must include any information provided by the Contractor and the Contract Manager's response. The Manager, Acquisitions Management Section, or designee, shall review the issues raised and shall render a decision to the Contract Manager. The decision of the Manager, Acquisitions Management Section, or designee, shall be final.

L. AMENDMENTS:

Consistent with the terms and conditions of the original solicitation, and upon mutual consent, the State and Contractor may execute written amendments for changes to this Contract, if they were originally evaluated and considered.

No amendment will be considered binding on either party until it is formally approved by both parties.

SAMPLE

Contractor Name:
California Department of Corrections and Rehabilitation
California Correctional Health Care Services
Equipment List

Contract Number:

Exhibit A-2

EQUIPMENT LIST

Make/Model	Equipment Description	Serial #	Quantity
Baker EG 4320	Unidirectional Flow Device, Clean Bench	154344122012/ CHF 15042	1
Nuaire Nu-Nte 797-400	Isolator	108534/ CHF15041	1

SAMPLE

Contractor Name:

California Department of Corrections and Rehabilitation
California Correctional Health Care Services
Budget Detail and Payment Provisions

Contract Number:

Exhibit B

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment:

1. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates listed below or specified in Exhibit B-1 - Rate Sheet, which is attached hereto and made a part of this Contract.
2. Invoices shall include the Contract Number, Purchase Order Number, sufficient scope and detail to define the actual work performed, including a description of the activities of the Contractor and Subcontractor, the hours allocated to those activities, the locations where work was performed, the expenses claimed, any required reports, and shall be submitted not more frequently than monthly in arrears to:

California Department of Corrections and Rehabilitation
Sacramento Accounting Office
Attention: Accounts Payable A
PO Box 187015
Sacramento, CA 95818-7015

The Contractor also has the option to submit invoices electronically to the appropriate email address listed below. The Contractor must use the name on the Contract and the Contract on the subject line of the email. The email must include an attached PDF file of the invoices, in accordance with the information above, and must reference the institution acronym and the invoice number. For electronic submission, send invoices to:

medicalcontractinvoices@cdcr.ca.gov

B. Budget Contingency Clause:

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract 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 Contract and Contractor shall not be obligated to perform any provisions of this Contract.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Contract with no liability occurring to the State, or offer a Contract amendment to Contractor to reflect the reduced amount.

C. Prompt Payment Clause:

1. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

D. Subcontractor:

For all Agreements, with the exception of Interagency Agreements and other governmental entities/auxiliaries that are exempt from bidding, nothing contained in the Agreement, or otherwise, shall create any contractual relation between the State and any subcontractors, and

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California Correctional Health Care Services
Budget Detail and Payment Provisions

Contract Number:

Exhibit B

no subcontract shall relieve 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 moneys to any subcontractor.

E. Travel Reimbursement:

[X] The following does not apply to this Contract:

Pursuant to the terms established in this Contract, travel reimbursement may not exceed the rates, terms, and conditions that apply to comparable State employees, in accordance with travel rules and regulations, as specified in California Code of Regulations, Title 2, Division 1, Chapter 3, and/or regulations of the California Department of Personnel Administration (DPA), specifically Sections 599.619 through 599.631.

F. CAL-Card Payments:

[X] The following does not apply to this Contract

Upon receipt of an itemized invoice, in arrears, stating the goods/services provided, time period covered, detailed costs and the Contract number, the Contract Manager will notify the Contractor of payment authorization.

The Contractor will provide the Contract Manager a copy of the itemized, transaction receipt showing payment was received, the invoice, the Contract number and the CAL-Card card verification number charged.

Contractor to send invoices to:

- Name, mailing address and phone number of the Contract Manager/Cardholder.
- Name, mailing address and phone number of Contractor payment authorization contact.

G. Employee Benefits and Wage Reporting Requirements:

[X] The following does not apply to this Contract

Effective July 1, 2003 Government Code Section 19134 was amended to require Contracts for janitorial, housekeeping services, custodians, food service workers, laundry workers, window cleaners, and security guards ("covered services") to include provisions for employee wages to be no less than 85% of the value of wages and benefits provided to State employees for performing similar duties. Contractor must pay no less than the following:

- Hourly Rate:
- Blended Benefit Rate:

Also, applicable to subcontractors providing these services in state-leased facilities where the facility is at least 50,000 square feet in area and the state leases all of the occupied floor space, of the facility.

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Budget Detail and Payment Provisions

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Exhibit B

“Employee benefits” means either 1) health, dental, vision, holiday pay, vacation and retirement (either through a purchased plan or self-insurance); 2) cash-in-lieu payments; or 3) a combination of actual benefits and cash-in-lieu payments.

1. Contractors must indicate on their Exhibit B-1 – Rate Sheet, whether they will be providing the required benefits either through a purchase plan or by self-insurance or making ‘in-lieu’ payments to employees. Contractors choosing to offer employee benefits must provide coverage prior to commencement of work.
2. Contractor can meet the “employee benefits” and 85% wage requirement by:
 - a. Providing “employee benefits” and wages costing not less than 85% of the State cost for employees doing similar work, or
 - b. Cash payment in lieu of providing benefits, in an amount not less than 85% of the State cost for employees doing similar work, or
 - c. A combination of employee benefits and cash payments totaling not less than 85% of the State cost for employee benefits for a State of California employee performing similar work, in addition to at least 85% of State wages.
3. Qualifying Contracts and documents relating to implementing Government Code 19134 may be audited by the contracting State agency, the Department of General Services and the Bureau of State Audits.
4. Government Code 19134(e) provides that failure to provide employee benefits or cash payments to employees constitutes a ‘material breach’ for any Contract for personal services covered by that section. A breach can result in immediate Contract termination by the State.

Contractor acknowledges that failure to comply with the provisions of GC Section 19134 will be deemed a material breach of this Contract, which could subject the Contract to immediate termination at the State’s sole discretion.

Effective March 17, 2004 Government Code 19134 was amended to exclude employee wages and benefits provision for personal services Contracts performed by employees of nonprofit organizations that are employed in accordance with any of the following:

- a. A special license issued pursuant to Section 1191.5 of the Labor Code.
- b. A special certificate issued pursuant to Section 214 of Title 29 of the United States Code.
- c. A community rehabilitation plan described in Sections 19152 and 19404 of the Welfare and Institutions Code.
- d. A rehabilitation services program as described in Sections 19352 and 19356.6 of the Welfare and Institutions Code.

Every employee performing ‘covered services’ under this Contract shall receive the applicable rate corresponding to the total number of hours each employee works (excluding overtime). There is no minimum number of work hours required in order to qualify for GC Section 19134 benefits. Only employees performing ‘covered services’ shall receive such benefits; administrative, solely supervisory, or other support personnel are not covered.

Should the Department of Human Resources (CalHR) post a rate change during the term of this Contract, this Contract shall be amended to reflect the new benefit rate(s) to be paid to the Contractor’s covered employees. The amendment shall be retroactive to the date the rate change is posted by CalHR.

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Exhibit B

H. Progress Payments:

[X] The following does not apply to this Contract

Progress payments are permitted for tasks completed under this Contract. Ten percent of the invoiced amount shall be withheld pending final completion of each task. Any funds withheld with regard to a particular task may be paid upon completion of that task.

I. Progress Reports:

[X] The following does not apply to this Contract

Contractor shall submit progress reports to State representative, as required, describing work performed, work status, work progress, difficulties encountered, remedial action, and statement of activity anticipated subsequent to reporting period for approval prior to payment of invoices, Contractor to be reimbursed by invoicing, in detail, all costs and charges with Contract number and sending to designated address.

SAMPLE

Contractor Name:
California Department of Corrections and Rehabilitation
California Correctional Health Care Services
Rate Sheet

Contract Number:

Exhibit B-1

RATE SHEET (Pharmacy Hood Testing Services)

Rate Sheet from IFB will be included here upon Contract Award.

SAMPLE

Contractor Name:

California Department of Corrections and Rehabilitation
California Correctional Health Care Services
General Terms and Conditions

Contract Number:

Exhibit C

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included in the final Contract. The General Terms and Conditions (GTC 04/2017) will be included in the Contract by reference to internet site:

<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

If Contractor/Bidder does not have Internet access, a hard copy will be provided, upon request, by the Contract Analyst listed on the cover page of this IFB.

SAMPLE

CCHCS SPECIAL PROVISIONS

A. SUBCONTRACTOR/CONSULTANT INFORMATION

The Contractor is required to identify all subcontractors who will perform labor or render services in the performance of the Contract. Additionally, the Contractor shall notify the CDCR/CCHCS Contract Manager, or designee, within ten (10) working days, of any changes to the subcontractor and/or consultant information.

B. EMPLOYMENT OF EX-OFFENDERS

1. The Contractor cannot and will not either directly, or via a subcontracted consultant and/or firm, employ in connection with this Contract:
 - a) Ex-Offenders on active parole or probation;
 - b) Ex-Offenders at any time if they are required to register as a sex offender pursuant to Penal Code Section 290 or if such ex-offender has an offense history involving a “violent felony” as defined in subparagraph (c) of Penal Code Section 667.5; or
 - c) Any ex-felon in a position which provides direct supervision of parolees.
2. Ex-Offenders who can provide written evidence of having satisfactorily completed parole or probation may be considered for employment by the Contractor subject to the following limitations:
 - a) The Contractor shall obtain the prior written approval to employ any such ex-offender from the Authorized Administrator; and
 - b) Any ex-offender whose assigned duties are to involve administrative or policy decision-making; accounting, procurement, cashing, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the State of California or the Contractor.

C. LICENSES AND PERMITS

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

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

D. DISCLOSURE

Neither the State nor any State employee will be liable to the Contractor or its staff for injuries inflicted by inmates or parolees of the State. The State agrees to disclose to the Contractor any

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California Correctional Health Care Services
CCHCS Special Provisions

Contract Number:

Exhibit D

statement(s) known to State staff made by any inmate or parolee which indicates violence may result in any specific situation, and the same responsibility will be shared by the Contractor in disclosing such statement(s) to the State.

E. SECURITY CLEARANCE/FINGERPRINTING

The State reserves the right to conduct fingerprinting and/or security clearance through the California Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Contract, in order to permit Contractor and/or Contractor's employees' access to State premises. The State further reserves the right to terminate the Contract should a threat to security be determined.

F. NOTIFICATION OF PERSONNEL CHANGES

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

G. FORCE MAJEURE

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failures of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

H. INSPECTION OF SERVICES

Services performed by Contractor under this Contract shall be subject to inspection by the CCHCS at any and all times during the performance thereof. If the CCHCS official conducting the inspection determines that the services performed are not in accordance with the specification, CCHCS may, at its option, have the work performed by an alternate provider, charging the Contractor with any excess cost occasioned thereof.

I. LIABILITY FOR LOSS/DAMAGES

Any damages by the Contractor to State's facility including equipment, furniture, materials or other State property will be repaired or replaced by the 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 Contractor under this Contract.

J. TEMPORARY NONPERFORMANCE

If, because of mechanical failure or for any other reason, the Contractor shall be temporarily unable to perform the work as required, the State, during the period of 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 Contract price.

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CCHCS Special Provisions

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Exhibit D

K. LIABILITY FOR NONCOMFORMING WORK

The Contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, the CDCR, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing CDCR for any additional expenses incurred to cure such defects.

L. RIGHT TO TERMINATE

The State reserves the right to terminate this Contract subject to thirty (30) days written notice to the Contractor. Contractor may submit a written request to terminate this Contract only if the State should substantially fail to perform its responsibilities as provided herein.

However, the Contract can be immediately terminated for cause (Refer to the General Terms and Conditions (Termination for Cause)).

This Contract may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event that the Contractor is unable to render service as a result of any action by any governmental authority.

M. SETTLEMENT OF DISPUTES

In the event of a dispute, Contractor shall file a "Notice of Dispute with the CCHCS representative within ten (10) days of discovery of the problem. Within ten (10) days, CCHCS representative shall meet with the Contractor representative for purposes of resolving the dispute. The decision of CCHCS shall be final.

In the event of a dispute, the language contained within this Contractor shall prevail over any other language including that of the bid proposal.

N. NON ELIGIBLE ALIEN CERTIFICATION

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

O. BUSINESS ASSOCIATE AGREEMENT (HIPAA)

The awarded Contractor will be required to meet provisions of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (HIPAA) and the regulations promulgated thereunder.

P. ELECTRONIC WASTE RECYCLING

The Provider certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste.

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Provider shall maintain documentation and provide reasonable access to its records and documents that evidence compliance. CDCR/CCHCS electronic data stored upon any Provider device must be returned to the CDCR/CCHCS immediately and the Contractor must certify that CDCR/CCHCS data is either removed from the Providers devices by degaussing or shredding per National Institute of Standards and Technology (NIST) Special Publication Series 800-88 and National Industrial Security Program (NISP) Operating Manual (DOD 5220.22-M) and Clearing and Sanitization Matrix (C&SM) based on NSA/CSS Policy Manual 9-12, "Storage Device Declassification Manual".

The following provisions apply to services provided on departmental and/or institution grounds:

Q. BLOODBORNE PATHOGENS

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

R. TUBERCULOSIS (TB) TESTING

In the event that the services required under this Contract may be performed within a CCHCS institution, office or community-based program, Contractors and their employees who are assigned to work with, near, or around patient-inmates shall be required to be examined and tested or medically evaluated by a licensed healthcare provider for Tuberculosis (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 CCHCS.

Contractors and their employees who may have any contact (physical or nonphysical) with patient-inmates, shall be required to furnish to the CCHCS Program/Institution Contract Manager, at no cost to CCHCS, a documented TB evaluation/test for TB infection (Tuberculin Skin Test or a blood test Interferon Gamma Release Assay) that has been completed within the (30) thirty days prior to the commencement of each employee's duties associated with the Contract. Each evaluation/test must certify that each Contractor and/or employee is free of TB in an infectious or contagious stage by a licensed healthcare provider prior to assuming their contracted duties. The Contractor is required to provide updated evaluation certificate(s) for each applicable employee annually thereafter for the duration of the Contract.

S. PRIMARY LAWS, RULES, AND REGULATIONS REGARDING CONDUCT AND ASSOCIATION WITH STATE PRISON INMATES

Individuals who are not CDCR/CCHCS employees, but who are working in and around inmates who are incarcerated within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison inmates. The following is a summation of pertinent information when non-departmental employees come in contact with prison inmates.

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

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1. Persons who are not employed by CDCR/CCHCS, but are engaged in work at any institution/facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior in associating with prison inmates. Failure to comply with these guidelines may lead to expulsion from CDCR institutions/facilities or camps.
SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Sections 3283, 3285, 3289, 3292 and 3415
2. CDCR does not recognize hostages for bargaining purposes. CDCR has a “NO HOSTAGE” policy and all prison inmates, visitors, and employees shall be made aware of this.
SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304
3. All persons entering onto institution/facility or camp grounds consent to search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property, or vehicle may be cause for denial of access to the premises.
SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3177, and 3288
4. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Director, Warden, and/or Regional Parole Administrator.
SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176 (a)
5. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR institutions/facilities or camps without the prior approval of the Warden. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to leave said premises when requested to do so. Failure to comply with this provision could lead to prosecution.
SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173 and 3289
6. Encouraging and/or assisting prison inmates to escape are a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison inmates firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana.
SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574
7. It is illegal to give or take letters from inmates without the authorization of the Warden. It is also illegal to give or receive any type of gift and/or gratuities from prison inmates.
SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424 and 3425
8. In an emergency situation the visiting program and other program activities may be suspended.
SOURCE: PC Section 2601; CCR, Title 15, Section 3383
9. For security reasons, visitors must not wear clothing that in any way resembles state issued prison inmate clothing (blue denim shirts, blue denim pants).
SOURCE: CCR, Title 15, Section 3171 (b) (3)
10. Interviews with SPECIFIC INMATES are not permitted. Conspiring with an inmate to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate

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legal action.

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

T. CLOTHING RESTRICTIONS

While on institution grounds, Contractor and all its agents, employees, and/or representatives shall be professionally and appropriately dressed in clothing distinct from that worn by inmates at the institution. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse jumpsuits and/or yellow rainwear shall not be worn onto institution grounds, as this is inmate attire.

The Contractor should contact the institution regarding clothing restrictions prior to requiring access to the institution to assure the Contractor and their employees are in compliance.

U. TOBACCO-FREE ENVIRONMENT

Pursuant to Penal Code Section 5030.1, the use of tobacco products by any person on the grounds of any institution or facility under the jurisdiction of the CDCR is prohibited.

V. SECURITY REGULATIONS

1. Unless otherwise directed by the entrance gate officer and/or Contract Manager, the Contractor, Contractor's employees and subcontractors shall enter the institution through the main entrance gate and park private and nonessential vehicles in the designated visitor's parking lot. Contractor, Contractor's employees and subcontractors shall remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.
2. Any State- and Contractor-owned equipment used by the Contractor for the provision of contracted services, shall be rendered temporarily inoperative by the Contractor when not in use, by locking or other means unless specified otherwise.
3. In order to maintain institution safety and security, periodic fire prevention inspections and site searches may become necessary and Contractor must furnish keys to institutional authorities to access all locked areas on the worksite. The State shall in no way be responsible for Contractor's loss due to fire.
4. Due to security procedures, the Contractor, Contractor's employees and subcontractors may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of time checking in and out of the institution gates and sally ports shall be borne by the Contractor.
5. Contractor, Contractor's employees and subcontractors shall observe all security rules and regulations and comply with all instructions given by institutional authorities.
6. Electronic and communicative devices such as pagers, cell phones and cameras/microcameras are not permitted on institution grounds.
7. Contractor, Contractor's employees and subcontractors shall not cause undue interference with the operations of the institution.
8. No picketing is allowed on State property.

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W. PRISON RAPE ELIMINATION POLICY

CDCR is committed to providing a safe, humane, secure environment, free from offender on offender sexual violence, staff sexual misconduct, and sexual harassment. This will be accomplished by maintaining a program to address education/prevention, detection, response, investigation, and tracking of these behaviors and to address successful community re-entry of the offender. CDCR shall maintain a zero tolerance for sexual violence, staff sexual misconduct and sexual harassment in its institutions, community correctional facilities, conservation camps, and for all offenders under its jurisdiction. All sexual violence, staff sexual misconduct, and sexual harassment is strictly prohibited. As a Contractor with CDCR, you and your staff are expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

X. GATE CLEARANCE

Contractor and Contractor's employee(s) and/or subcontractors(s) must be cleared prior to providing services. The Contractor will be required to complete a Request for Gate Clearance or other applicable forms and processes for all persons entering the facility a minimum of ten (10) working days prior to commencement of service. The CDCR Contract Liaison or his/her designee shall collect all applicable information which may include the person's name, social security number, valid state driver's license number or state identification card number and date of birth. The Gate Clearance process may include a California Law Enforcement Telecommunications System (CLETS) check which includes a Department of Motor Vehicles check, Wants and Warrants check, and Criminal History check.

Gate clearance may be denied for the following reasons:

1. Individual's presence in the institution presents a serious threat to security, individual has been charged with a serious crime committed on institution property, inadequate information is available to establish positive identity of prospective individual, and/or individual has deliberately falsified his/her identity.
2. All persons entering the facilities must have a valid state driver's license or photo identification card on their person.

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INSURANCE REQUIREMENTS

- A. When Contractor submits a signed contract to the State, Contractor shall furnish to the State a certificate of insurance, stating that there is commercial general liability insurance presently in effect for the Contractor of not less than \$1,000,000.00 per occurrence for bodily injury and property damage liability combined. Such certificate shall include the name of the carrier, policy number, policy inception and expiration dates.
- B. The certificate of insurance will include provisions below in their entirety:
- 1) Contractor is responsible to notify the State within five (5) business days of any cancellation, non-renewal or material change that affects required insurance coverage.
 - 2) That the State of California, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed for the State of California under the contract. The additional insured endorsement must accompany the certificate of insurance.
 - 3) That the State will not be responsible for any premiums or assessment on the policy.
- C. Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide within at least five (5) business days prior to the expiration of the insurance, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Department of General Services, and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.
- D. The Department will not provide for nor compensate Contractor for any insurance premiums or costs for any type or amount of insurance.
- E. **Automobile Liability Insurance** – The Contractor shall furnish to the State a certificate of insurance evidencing automobile liability insurance presently in effect for the Contractor for not less than \$1,000,000.00 per accident while utilizing a motor vehicle in the performance of this contract. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. For contracted services involving transportation of hazardous materials, evidence of an MCS-90 endorsement is required.
- F. **Workers' Compensation Insurance** – The Contractor shall furnish to the State a certificate of insurance evidencing workers compensation insurance and employer's liability presently in effect with limits not less than \$1,000,000.00 by an insurance carrier licensed to write Workers' Compensation Insurance in California. Such certificate shall include the name of the carrier, policy number, policy inception and expiration dates. If the Contractor is self-insured for workers' compensation, a certificate must be presented evidencing Contractor is a qualified self-insurer in the State of California.

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- G.** Contractor shall ensure that the Certificate Holder listed on the Certificate of Insurance specifies the following:

California Correctional Health Care Services
Acquisitions Management Section
PO Box 588500, D-2
Elk Grove, CA 95758

SAMPLE

**MEDICAL EQUIPMENT
 MAINTENANCE, INSPECTION, CALIBRATION, AND REPAIR SERVICE REPORT**

Use one form for EACH piece of equipment serviced. If additional space is required, use back of form
A completed, signed copy of this service report along with all applicable maintenance checklists must be submitted at the completion of each service and maintenance visit, and must accompany all invoice submissions. Failure to do so may delay or prevent payment

To be completed <u>only</u> by Institution Designee, <u>prior</u> to commencement of service		Time In	Signature of Institution Designee
To be completed <u>only</u> by Institution Designee, <u>immediately following</u> the completion of service		Time Out	Signature of Institution Designee
Origination Point		Total Travel Hours	
Equipment Location	Equipment Description		
Equipment Make & Model	Serial/Asset Tag Number		
Preventative Maintenance Service and Inspection <input type="checkbox"/> Monthly <input type="checkbox"/> Bi-Annual <input type="checkbox"/> Annual Calibration? (if yes, attach report) <input type="checkbox"/> Yes <input type="checkbox"/> No Provide explanation on all services performed and parts replaced. (All removed parts remain as institution property.)			
Service Repairs Service Completed? <input type="checkbox"/> Yes <input type="checkbox"/> No Were Parts replaced? <input type="checkbox"/> Yes <input type="checkbox"/> No Provide explanation on all services performed and parts replaced. (All removed parts remain as institution property.)			
Describe any noted deficiencies and suggested corrective action:			

I certify that, to the best of my ability, the equipment described above has been tested and/or repaired/cleaned/certified according to the procedures as stated within the contract.

 Print Name of Service Technician/Contractor

 Print Name of Contract Manager, or Designee

 Phone Number

 Phone Number

 Signature

 Date

 Signature

 Date