

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

J. Clark Kelso, Receiver



October 30, 2009

**TO: PROSPECTIVE BIDDER**

**RE: REQUEST FOR PROPOSAL (RFP) 090341, ADDENDUM NUMBER 3**

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

This RFP has been amended and the changes are included in the attached addendum #3.

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

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

**Addendum #3**

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

<b>Question</b>	<b>Response</b>
I notice that the RFP 09341 is missing an important page: Page 4 of 4 of Exhibit B-1 (Bid Proposal). Would you please provide a copy of this page to us so that we can have the information we need to complete our proposal?	A revised Exhibit B-1 is attached in its entirety to this response.
Please provide further details as to what is required of the cost proposal. On page 4, section J, it asks for salary ranges and admin/overhead costs for the nursing classifications. Are you looking for commercial or government classifications, is this statewide or only for the institutions we are providing these services to? Also, are you looking for the names of the overhead costs or would you like to see the actual dollar amount costs for each or a percentage of the price, etc.?	<p>The salary shall be for the nursing classifications of RN, LVN or CNA as specified in Exhibit A of the RFP. You must provide information only for those institutions to which you are proposing to provide services.</p> <p>Information for the administrative overhead should be specific to the institution(s) to which you are proposing to provide services.</p> <p>Page 4 of 11 of the RFP will be revised to clarify the requirements for reporting personnel salaries and the fee for administrative overhead costs. The Request for Proposal Requirements, which are specified on pages 2 through 11 of the RFP, along with their Table of Contents is attached in its entirety to this response.</p>
Exhibit A, Section 1f: What administrative costs should be listed? For example, should we include Workers	You are not required to provide a detailed list of administrative costs, only the administrative fee that will be

<p>Compensation Insurance, Unemployment Insurance, State Disability Insurance, and Liability Insurance? And if these rates change (many of them change annually), can we increase our bill rates to the state accordingly?</p>	<p>charged for providing the temporary relief on-site nursing services.</p> <p>Exhibit A, Section 1.f. has been eliminated since it duplicates and makes unclear some of the requirements for submittal of the bid rate (Exhibit B-2) and the monthly service reports. In addition, Exhibit B-2 will be revised to clarify that administrative costs are a component of the bid rate. Exhibits A and B-2 are attached in their entirety to this response.</p> <p>It is the bidder's responsibility to plan for fluctuations in insurance premiums and to include in the proposal the bid amount that will be sufficient to anticipate and address those fluctuations.</p>
<p>Exhibit A, Section 4, Paragraph 1: This section makes reference to a "Contractor's weekly worksheet." To what is this referring? A time sheet or something else?</p>	<p>Yes, these are time sheets that the institution will provide to the Contractors. These time sheets must accompany the invoice when it is submitted to accounting for payment.</p>
<p>Exhibit A, Section 5f: How many bilingual will be required to keep on staff?</p>	<p>The intent of this language was to inform contractors that on occasion the institutions may request bilingual (English/Spanish speaking) personnel.</p> <p>Since it is not a requirement of the RFP, Section 5. F. will be revised to eliminate this language. In addition, Section 1. a. will be revised to state that the institutions may on occasion request bilingual (English/Spanish) speaking personnel. Section V. A. and VI. F. of the Request for Proposal Requirements will also be revised to include as part of the proposal information from the Respondent on the availability of bilingual (English/Spanish) speaking personnel.</p> <p>The Request for Proposal Requirements and Exhibit A are attached in their</p>

	entirety to this response.
Under Evaluation Criteria on page 4, letter I, it states, Contractor must either hold certification by JCAHO or submit reference information from ALL CDCR/CPHCS facilities that contractor has provided temporary nursing services to within the past 24 months. Will the contractor's names on Attachment A Reference Information Sheet be the same contractor names listed on the subcontractor/consultant list? Why lists of the same names?	<p>Non-JCAHO certified registries that wish to participate in this solicitation will need to provide references and complete Attachment A. The contractor names are for reference purposes only to ensure that the contractor can meet the requirements of the RFP to deliver on-site nursing services to the institutions. The evaluation criteria on page 4, Section V. I.; Exhibit A, Section 2. a.; and Attachment A, Reference Information Sheet will be revised to make clear the intended purpose in requesting contractor's name.</p> <p>Both Exhibit A and Attachment 1 are attached in their entirety to this response.</p>
If a contractor worked at 5 facilities in the past 2 years, then according to Attachment A, Reference Information Sheet, you want one contractor's name listed along with all the facilities worked at and the contact person at the facility, correct? Are you requesting a reference letter?	Correct. The contractor will provide the names of the institutions where they have provided temporary nursing services within the past 24 months. CPHCS will then contact those institutions for the references. We are not requesting that bidders provide reference letters.
According to Exhibit A, page 4 under Registered Nurse, number 6, the RFP states, RN's must attend 40 hours of In-Service Training per year. Is this In-service training, paid time at the facility?	The requirement for 40 hours of in-service training was included in error and has been eliminated from the RFP. Exhibit A is attached in its entirety to this response.
What are the observed holidays for this Nursing RFP? There are no provisions for Holiday/Overtime pay in this RFP (except for emergency situations like lockdown). Will contractors be paid 1.5 times the regular rate for working on holidays?	There are no observed holidays for this Nursing RFP. Holidays will be reimbursed at the bid hourly rate.
Is there any overtime allowed, above 40 hours per week, other than emergency situations, such as lockdown?	If an unanticipated overtime situation arises, the Contractor must obtain written approval from the DON/HCN or designee

	for payment of overtime, which cannot exceed 1.5 times the bid rate. (See RFP, Exhibit A, Section 9.)
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**CALIFORNIA PRISON HEALTH CARE RECEIVERSHIP CORPORATION  
OFFICE OF THE RECEIVER**

**REQUEST FOR PROPOSALS  
FOR TEMPORARY/RELIEF ON-SITE NURSING SERVICES  
(Registered Nurse, Licensed Vocational Nurse  
and Certified Nursing Assistant)  
CALIFORNIA ADULT PRISON FACILITIES  
RFP Number 09341, Addendum #3**

**October 30, 2009**

**PROPOSALS DUE: 2:00 p.m. December 21, 2009**

**CONTACT:**

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

# REQUEST FOR PROPOSAL REQUIREMENTS

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### Attachments:

- A. Bid Submittal Checklist
- B. Sample Standard Agreement (STD 213)
- C. Scope of Work (Exhibit A)
- D. Budget Detail and Payment Provisions (Exhibit B)
- E. Bid Proposal (Exhibit B-1)
- F. Rate Sheet (Exhibit B-2) Electronically downloaded bid package includes an Excel spreadsheet file version (for additional information, see Exhibit B-2, first paragraph).
- G. General Terms and Conditions for Private Contractors (Exhibit C)
- H. Special Terms and Conditions & Additional Provisions (Exhibit D)
- I. Definitions (Exhibit F)
- J. (HIPAA) Business Associates Agreement (Exhibit G)
- K. List of Participating Institutions (Exhibit H)
- L. List of Regional Accounting Offices (Exhibit I)
- M. Map of the California Department of Corrections and Rehabilitation Institutions (Exhibit J)
- N. Standard Contractor Certification Clauses (CCC)
- O. Payee Data Record (Std 204)
- P. Subcontractor/Consultant List
- Q. OBS 550 – Non-Small Business Subcontractor Preference Request
- R. OBS 551 – Small Business Subcontractor/Supplier Acknowledgement
- S. Sample Certificate of Insurance
- T. CDCR 1786 DVBE Participation in Exempt Contracts
- U. Darfur Contracting Act
- V. Reference Information Sheet, Attachment 1
- W. Monthly Service Report, Attachment 2

## I. REQUEST

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

## II. BACKGROUND

### A. General Background

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

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

### B. Nursing and Registry Services

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

which results in higher cost to CDCR/CPHCS when the lower bid registry cannot provide and use of a registry at a higher cost is the only alternative.

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

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

### **III. ANTICIPATED SCOPE OF SERVICES**

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

### **IV. SELECTION AND CONTRACTING PROCESS**

In its November 8, 2006 Supplemental Order Re State Contracts, The United States District Court for the Northern District of California excused the CDCR/CPHCS from the State requirement for competitive bidding medical provider contracts at the present time while the Receiver restructures the CDCR's contract bid, procurement, management and payment processes. Although the Receiver may negotiate directly with, and select, service providers without the need for competitive bidding, the Receiver finds it most advantageous at this time to solicit innovative solutions for the CDCR/CPHCS temporary and relief nursing staffing needs. Rather than adhering to traditional state procurement practices, the selection and award process for temporary and relief nursing services will use a more streamlined and flexible procurement methodology as explained further in this RFP.

An evaluation committee (the "Committee") will review the submitted proposals in accordance with submitted requirements and evaluation criteria set forth below and will recommend to the Receiver a short list of organizations for further consideration. Upon acceptance of the short list, the Receiver may invite short-listed organizations to make oral presentations to the Committee.

If the Receiver elects to conduct oral interviews, the proposed Key Staff of any short-listed organization(s) teams, max of three (3), must be available to participate in these

interviews. The Committee will then make a final evaluation and submit its recommendation to the Receiver. The Receiver will make a final determination and authorize negotiations with one or more of the organizations that have submitted their proposals and whose responses are most advantageous to the Receiver.

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

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

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

The Agreement(s) are anticipated to be for a period of not more than 36 months.

## **V. EVALUATION CRITERIA**

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

- A.** Respondent's proven experience, capabilities and resources, including the availability of bilingual (Spanish/English) RN, LVN and/or CNA staff, at both organizational and individual levels, in providing temporary and relief nursing services to programs comparable in size, scope of work, and urgency.
- B.** Qualifications, availability and commitment of key staff. Respondents shall clearly identify the key staff that will manage the delivery of registry services, and what role each is anticipated to fulfill in connection with the project.
- C.** Respondents are encouraged to provide one flat rate for all institution groupings on Exhibit B-2, Rate Sheet. However if respondent does not have capacity to provide services state-wide, the respondent is not required to propose rates for services to all institution groupings.
- D.** Proven systems, management techniques, required expertise and resources designed to facilitate timely, high quality and reliable registry services
- E.** Completeness and comprehensiveness of response to this RFP and compliance with the submittal requirements.

- F. Quality of oral interviews including technical analysis and presentation (if requested by Receiver).
- G. Legal actions that might affect Respondent's ability to perform as contracted.
- H. Absence of any relationship that could constitute a conflict of interest or otherwise impede the ability of the Respondent to protect the interests of the Receiver.
- I. Contractor must meet one of the following criteria:
  - 1. Hold certification as a Health Care Staffing Service (HCSS) by the Joint Commission of the Accreditation of Healthcare Organizations (JCAHO)

Or

- 2. Submit reference information as required on Attachment 1, Reference Information Sheet. References must be from either all CDCR/CPHCS facilities that Contractor has provided temporary/relief RN, LVN and CNA services to within the past twenty-four (24) months or; if no past experience with CDCR/CPHCS, from at least three organizations providing services of similar scope to those that exist within the CDCR/CPHCS Healthcare setting. **Experience may not be considered if complete reference data is not provided or if the named client contact is unavailable or unwilling to share required information**
- J. Contractor shall provide a listing of the proposed hourly rates as required on Exhibit B-2, Rate Sheet for each institution grouping and nursing service type (RN, CNA, LVN) for which Contractor proposes to provide services. Identified Institution Groupings and nursing service types can be found on Exhibit B-2, Rate Sheet, of the attached sample Agreement. Proposed hourly rates must be at or below the salary cap identified below for each nursing service type. The maximum proposed hourly rate Nursing Classification is as follows:

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

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

federal and State income taxes for compensation paid to assigned personnel for services provided under the terms of this Agreement.

**VI. SUBMITTAL REQUIREMENTS**

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

**A.**

<b>Event</b>	<b>Date</b>
RFP Issued	October 14, 2009
Deadline for questions regarding RFP	November 10, 2009
Responses to questions	November 17, 2009
Proposal Due	2:00 p.m. on December 21, 2009
Notification of Interviews, if deemed necessary by CPHCS	January 13, 2010 - Estimate
Interviews, if required	January 27 – 28, 2010 – Estimate
Selection announced	February 1, 2010 – Estimate
Estimated project start date	March 1, 2010 – Estimate

**B. Funding**

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

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

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

**C. Addenda**

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

Addenda will be posted on CPHCS website at:  
[http://www.cphcs.ca.gov/project\\_rfp.aspx](http://www.cphcs.ca.gov/project_rfp.aspx)

#### **D. Multiple Agreements**

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

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

Contractors with multiple agreements on subsequent bids for the same service(s) at the same institution(s) shall be obligated to provide service(s) at the rate(s) specified in the contractor’s primary agreement (i.e., the agreement first bid) until all obligations under that agreement (e.g., number of hours) are satisfied before the rate(s) in any subsequent agreement(s) can be used. The only exception to this provision occurs when the rate(s) in a subsequent agreement is lower than those of the primary agreement; the state then has the sole right to determine which rate(s) will be applied.

#### **E. Format**

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

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

5 (five) bound copies of the Proposal should be provided, with all materials spiral bound into books of approximately 8-1/2” x 11” format, not to exceed forty-nine double sided pages total length. At least one (1) copy must contain original signatures and be marked “ORIGINAL COPY”.

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

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

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

DO NOT OPEN

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

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

Mail or deliver proposals to the following address:

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

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

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

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

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

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

## **F. Contents**

The Proposal must include the following items:

1. A cover letter signed by an officer of the organization submitting the Proposal, or signed by another person with authority to act on behalf of and bind the organization. The cover letter must contain a commitment to provide the required services described with the personnel specified in the submission. The letter should certify that the information contained in the Proposal is true and correct. Please also indicate the contact person(s) for the selection process along with their contact information.
2. Executive Summary: The Executive Summary must include a clear description of the primary advantages of contracting with your organization. It should also include a brief explanation of how the Respondent satisfies the evaluation criteria, and a brief statement that demonstrates Respondent understands of the desired services.
3. Demonstration of the Respondent's Qualifications: Please provide the following information:
  - a. Your company's name, business address and telephone numbers, including headquarters and local offices.
  - b. A brief description of your organization, including legal form of your organization, names of principles, number of employees, longevity, client base, and areas of specialization and expertise.
  - c. A description of your company's prior experience related to correctional and healthcare facilities.
  - d. A description of your company's prior experience providing temporary and relief LVN, RN and/or CNA services in California correctional and healthcare facilities.
  - e. A description of your company's internal training and quality assurance programs.
  - f. Availability of bilingual (English/Spanish) RN, LVN and/or CNA personnel.
4. Commitment of resources: Recent registry utilization data is attached as Exhibit B-2, Rate Sheet. For the purpose of this RFP, it is assumed that the

staffing needs of the CDCR/CPHCS will remain at similar levels. Provide the number of personnel and hours Respondent is able to commit to providing concurrently at each of the listed institutions. The locations of the institutions are provided in Exhibit H, List of Participating Institutions and Exhibit J, Map of the California Department of Corrections & Rehabilitation Institutions. Additional institution information can be found at:

<http://www.cdcr.ca.gov/Visitors/Facilities/index.html>

5. Professional References: To verify the quality of past services one of the following documents must be included with this RFP:

JCAHO certificate that shows HCSS certification

Or

Attachment (A) – Reference Information Sheet. **Experience may not be considered if complete reference data is not provided or if the named client contact is unavailable or unwilling to share required information**

6. Qualifications of Key Personnel: Submit current references for Key Personnel committed to this project. Specifically describe previous related experience, its pertinence to this program, and provide references including the name, address and telephone number of a contact person who can verify the information provided. Provide brief description of referenced project(s), as well as any professional certifications, accreditation, special licensing or other qualifications which qualifies the professional to perform in their designated area of responsibility.
7. Cost Proposal: Provide a cost proposal for performing the services. Respondents are encouraged to develop innovative cost proposals that incorporate, for example, service volume, performance incentives, or exclusive commitment for resources associated with payment guarantees.
8. Legal action: Respondent must provide a listing and a brief description of all material legal actions, together with any fines and penalties, for the past five (5) years in which (i) Respondent or any division, subsidiary or parent company of Respondent, or (ii) any member, partner, etc., of Respondent if Respondent is a business entity other than a corporation, has been:
  - a) A debtor in bankruptcy;
  - b) A defendant in legal action alleging deficient performance under a services contract or in violation of any statute related to professional standards or performance;
  - c) A respondent in an administrative action for deficient performance on a project or in violation of a statute related to professional standards or performance;

- d) A defendant in any criminal action;
  - e) A principal of a performance or payment bond for which the surety has provided performance or compensation to an obligee of the bond; or
  - f) A defendant or respondent in a governmental inquiry or action regarding accuracy of preparation of financial statements or disclosure documents.
9. Default Termination: Disclosure whether your company has defaulted in its performance on a contract in the last five years, which has led to the termination of a contract.
10. Conflict of Interest: Identify any existing financial relationships with other vendors that may be a part of your proposal, and explain why those relationships will not constitute for a real or perceived conflict of interest.
11. Proposed modifications to the attached sample scope of work.

#### **G. Modification or Withdrawal of Proposal**

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

#### **H. Public Opening**

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

#### **I. General Rules**

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

**J. Reservation of Rights**

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

1. Reject any and all proposals, or cancel this RFP.
2. Waive or correct any minor or inadvertent defect, irregularity or technical error in any proposal.
3. Request that certain or all candidates supplement or modify all or certain aspects of their respective proposals or other materials submitted.
4. Procure any services specified in this RFP by other means.
5. Modify the specifications or requirements for services in this RFP, or the required contents or format of the proposals prior to the due date.
6. Extend the deadlines specified in this RFP, including the deadline for accepting proposals.
7. Negotiate with any or none of the Respondents.
8. Terminate negotiations with a Respondent without liability, and negotiate with other Respondents.
9. Award a contract to any Respondent.

**Inquires in regard to this RFP should be addressed to:**

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

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

**1. Introduction/Services**

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

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

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

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

released from custody, when he/she is able to arrange for services for him/her, CPHCS shall defer services.

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

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

Prior to Contractor providing services as outlined in this agreement:

**a. Contractor must meet one of the following criteria:**

Be a Health Care Staffing Service (HCSS) certified by the Joint Commission of the Accreditation of Healthcare Organizations (JCAHO). Contractor shall provide one (1) copy of JCAHO certificate of record to the California Prison Health Care Services Medical Services Contracts Branch. Failure to provide the JCAHO certificate by the date in the Projected Timetable will result in disqualification of the corresponding bid submittal package and the bid submittal package will not be opened.

Or

Submit reference information as required on Attachment A. References must be from either all CDCR/CPHCS facilities that Contractor has provided temporary/relief RN, LVN, and/or CNA services to within the past twenty-four (24) months or; if no past experience with CDCR/CPHCS, from at least three organizations that provide services similar in scope to those that exist within the CDCR/CPHCS healthcare setting. Experience may not be considered if complete reference data is not provided or if the named client contact is unavailable or unwilling to share required information.

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

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

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

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

### **3. Qualifications**

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

#### **a. Registered Nurse**

- (1) Registered Nurse (RN): Minimum of twelve (12) continuous months of experience within the last three (3) years rendering direct patient care in a public or private institution. Clinical competencies must be current and validated for the area in which staff will be assigned.
- (2) Specialty Services: In addition to the above requirements, staff who are requested to work in a specialized area such as emergency medicine, psychiatry, surgery, etc.,

shall also have at least one (1) year of experience within the last three (3) years providing patient care within that setting and possess any required certificates. Clinical competencies must be current and validated for the area in which staff will be assigned.

- (3) Obstetrics/Gynecology: Staff provided by the Contractor to female institutions (California Institution for Women, Central California Women's Facility, Valley State Prison for Women and California Rehabilitation Center) must also have at least one (1) year of experience within the last five (5) years rendering obstetric and gynecological nursing or patient care services in a health care setting in addition to the above qualifications. Clinical competencies must be current and validated for the area in which staff will be assigned.

**b. Licensed Vocational Nurse**

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

**c. Certified Nursing Assistant**

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

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

**4. Contractor Responsibilities**

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

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

**a. Registered Nurse (RN):**

- (2) Participate as a member of the Inter-disciplinary team in developing multi-disciplinary treatment efforts; assist physicians with medical or minor surgical procedures; and prepare records and other reports;
- (6) Maintain Registered Nurse license with the State

**b. Licensed Vocational Nurse (LVN):**

- (2) Conduct basic hygiene and nursing care, including administration of prescribed medications and the therapeutic effects, treatments, and disease prevention, as ordered by the physician;
- (6) Clean and maintain equipment;
- (8) Assist the RN and PCP with clinic appointments (e.g. physical exams, minor surgeries, casting, identifying minor illnesses);
- (9) Assist mental health professionals by contributing to the treatment planning process and the formal evaluation of patient progress by monitoring and recording observed patient behavior;
- (10) Participate in the training of patients in activities of daily living and assist in routine physio-and hydrotherapy treatments;
- (11) Document in the inmate-patient's health record the nursing care and treatment provided and the inmate-patient's response to facilitate the continuity of care and communicate to other health care providers utilizing training and various resources in accordance with regulatory agencies and established guidelines

**c. Certified Nursing Assistants (CNA)**

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

**d. Service Reports**

Contractor agrees to provide monthly reports to the CPHCS that shall include, in sufficient detail, actual amounts paid for Temporary/Relief RN, LVN and/or CNA Services, including offsets for training, travel, insurance, and all other additional offsets/overhead. The reports must identify the month of service and institution where care was provided; name of the RN, LVN, and/or CNA; Health Care Provider Identifier Number, and total hours to date worked by each individual employee, subcontractor, or other personnel; the gross dollar amount billed for that RN, LVN or CNA overhead/offset's, and net amount paid to each RN, LVN or CNA. Additionally, the report shall also include total hours worked for the State by the individual employee, subcontractor, or other personnel during the one year period of July 1 through June 30 prior to being hired by the Contractor.

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

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

The mailing address is:

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

**5. Personnel**

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

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

**6. Résumés/References**

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

**7. Request for Services**

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

period. The institution's DON/HCM or designee who must be a civil service employee shall document the request in writing.

When requesting services, CDCR shall inform the Contractor of:

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

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

## 8. Cancellation

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

## 9. Pay Rate Allowances

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

**10. Restriction to Hours Worked**

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

**11. Orientation**

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

**12. Inspections**

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

**13. Liability for Withholding and Payment of Income Taxes**

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

**14. Failure to Perform**

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

**15. Department of Corrections and Rehabilitation Contact Information**

- a.** Should questions or problems arise during the term of this agreement, the Contractor should contact the following offices:

**1. Billing/Payment Issues:**

Refer to Exhibit I, List of Regional Accounting Offices

**2. Scope of Work/Performance Issues:**

Refer to Exhibit H, List of Participating Institutions

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

**3. General Agreement Issues:**

CPHCS Medical Contracts

Phone Number: (916) 648-8236

FAX Number: (916) 648-8381



**Attachment 1, Reference Information Sheet**

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

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

***Contractor shall provide services to institutions as follows:***

INSTITUTION GROUP	RN, LVN and CNA SERVICES
1 – PB	
2 – CCC, HDSP	
3 – DVI	
4 - MCSP	
5 - SCC	
6 - CMF, SOL	
7 - FSP, SAC	
8 - SQ	
9 - CCWF, VSPW	
10 - CTF,SVSP	
11 - ASP	
12. - PVSP	
13 - COR, CSA	
14 - NKSP, KVSP	
15 - WSP	
16 - CCI	
17 - LAC	
18 – CMC	
19 – CIM, CIW	
20 - CRC	
21 – CAL, GEN	
22 – CVSP, ISP	
23 - RJD	

No Award – Above established rate cut-off for this geographical area  
 No Bid – No bid submitted for this institution grouping