CALIFORNIA CORRECTIONAL HEALTH CARE SERVICES

STATE OF CALIFORNIA

DEPARTMENT OF CORRECTIONS AND REHABILITATION

INVITATION FOR BID (IFB)

BID NUMBER SD25-00044

August 27, 2026

The California Department of Corrections and Rehabilitation/California Correctional Health Care Services (CDCR/CCHCS), hereafter referred to as the State, is inviting responses to this Invitation for Bid (IFB) titled **Hearing Aid Devices**. Refer to Exhibit H – List of Participating CDCR Institutions for a list of institutions included in this IFB.

This IFB package consists of the following documents. Bidders must comply with all requirements in the following documents:

- Notice to Prospective Bidders
- Standard Agreement (STD 213) – (Sample)
- Exhibit A – Scope of Work
- Exhibit A-1 – Service Specifications
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit B-1 – Bid Rate Sheet
- Exhibit C* – General Terms and Conditions (GTC 02/2025)
- Exhibit D – Special Terms and Conditions & Additional Provisions
- Exhibit E – Definitions
- Exhibit F – HIPAA Business Associate Agreement
- Exhibit G – Information Security Agreement Version 3
- Exhibit H – List of Participating CDCR Institutions
- Exhibit I – California State Institutions Map
- Attachment 1 – Required Attachments Checklist
- Attachment 2 – Bid/Bidder Certification Sheet
- Attachment 3 – Bidder Declaration Form
- Attachment 4 – DVBE Incentive Application Request, if applicable
- Attachment 5 – Darfur Contracting Act Certification
- Attachment 6 – California Civil Rights Laws Certification

- Attachment 7 – Contractor Certification Clauses
- Attachment 8 – Iran Contracting Act
- Attachment 9 – Payee Data Record
- Attachment 10 – Supplement Vendor Payee Data Record
- Attachment 11 – Certificate of Good Standing
- Attachment 12 – GenAI Disclosure & Factsheet
- Attachment 13 – Bid Rate Sheet
- Attachment 14 – Equipment Specifications

* Exhibit C* – General Terms and Conditions (GTC 02/2025) is incorporated in this bid package by reference only and is available on the internet at the following link:

https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language

Bidders may request a hard copy of this document by contacting the CCHCS Direct Care Contracts Section (DCCS) Bid Representative listed below.

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

Bid Representative: Ashlie Kooyman
Contract Management Team: m_DCCSContractMgmt@cdcr.ca.gov
California Relay Service: 1-800-735-2929

NOTICE TO PROSPECTIVE BIDDERS

1. Goods Rate Caps

The bid rate caps for this Agreement have been set at:

A. Service Description	Rate Cap	Bid Rate
CPT 92631 - Hearing aid selection services, unilateral or bilateral, including review of audiologic function tests and hearing aid candidacy evaluation	$90.00	
CPT 92634 - Hearing aid fitting services, unilateral or bilateral, including device analysis, programming, verification, counseling, orientation	$150.00	
CPT 92636 - Hearing aid post-fitting follow-up services, unilateral or bilateral, including confirmation of physical fit, validation of patient benefit and performance, sound quality of device, adjustment(s)	$40.00	
BASIS OF AWARD	**$280.00**	**$**
B. Goods Description	**Rate Cap**	**Bid Rate**
Ear Mold (per ear)	$90.00	
Manufacture Hearing Aid (per device)	$500.00	
Hearing Aid Repair (per device)	$240.00	
Cancellation Fee (per clinic)	$600.00	
BASIS OF AWARD	**$1,430.00**	**$**
BASIS OF AWARD TOTAL A + B =	**$1,710.00**	**$**

The service description includes the Current Procedural Terminology (CPT) billing codes to be utilized. Any bid received that exceeds the bid rate caps shall be rejected as detailed in Section 16. Cause for Rejection of Bid/Rescinding of Contract Award.

2. Bidder and Licensing Requirements

Bidder shall meet all requirements as specified in this IFB. A Required Attachments Checklist (Attachment 1) is included, listing all attachments/documents to be submitted. Additional documents may be requested as necessary during the contract award process.

3. Adobe Acrobat Version

The official version of this IFB is located on the Cal eProcure online portal in the California State Contracts Register at:
https://caleprocure.ca.gov/pages/index.aspx.

4. Cal eProcure Portal Registration

Cal eProcure is an online portal designed to improve the experience of businesses selling products and services to the State. If Bidder has not completed a one-time registration into the Cal eProcure online portal, it is requested that Bidder register at:
https://caleprocure.ca.gov/pages/index.aspx.

5. Key Action Dates

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

Key Activity	Anticipated Date and Time
IFB Available to Prospective Bidders	August 27, 2026
Reasonable Accommodation	September 1, 2026
Deadline for Submission of Questions	September 3, 2026
Deadline for Response of Questions	September 10, 2026
Deadline for Submission of Bid	September 23, 2026 (By 4:00 p.m. PST)
Bid Opening	September 24, 2026
Intent to Award Posted	September 29, 2026
Proposed Start Date of Agreement	December 1, 2026

6. Bidder Questions

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

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

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

a. Oral Questions

   Oral questions are discouraged. The State reserves the right to not accept or respond to oral questions. Oral remarks provided in response to oral questions are unofficial and are not binding unless later confirmed in writing.

b. What to Include in a Question:

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

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

7. How to Submit Questions

Questions concerning this IFB shall be directed, via email, to Bid Representative at m_DCCSContractMgmt@cdcr.ca.gov. Failure to submit questions to the designee will result in the question(s) being ineligible for a response by the State. Bid Representative will coordinate written responses.

The questions and responses will be posted at https://caleprocure.ca.gov/pages/index.aspx.

8. Question Deadline

All written questions must be received no later than September 3, 2026. The State will accept questions about the reporting of IFB errors or irregularities if they are received prior to the bid submission deadline.

9. Bid Submission Requirements

Bid submissions must be complete in all respects to the IFB requirements. A bid will be rejected if it is conditional, incomplete, or if it contains any alterations or other irregularities of any kind. All documents including attachments requiring a signature must bear a certified digital signature or scanned wet signature of a person authorized to bind the Bidder's firm. The signature should indicate the title or position that the individual holds in the firm. A bid shall be rejected if, in the opinion of the State, any such defect or irregularity constitutes a material deviation from the IFB requirements. Bid package(s) not received by the date and time specified in Section 5. Key Action Dates, will be rejected.

IFB documents **MUST** be submitted to CCHCS electronically by email to the email address listed below:
m_DCCSContractMgmt@cdcr.ca.gov

Subject Line: Bid – IFB 25-00044 Hearing Aid Devices

All attachments MUST be submitted in ONE email. All attachments must be combined into one PDF document and labeled "IFB." All documents requiring a signature must bear a certified scanned signature of a person authorized to bind the Bidder's firm.

Bidders are ultimately responsible for ensuring timely receipt of their bid. Bidders are encouraged to verify receipt of their bid by contacting Bid Representative.

10. Bidder Responsibility

Bidder is solely responsible for understanding the scope of work and all requirements, terms, conditions, evaluation criteria, etc. before submitting a bid. If the language is unclear or ambiguous, it is Bidder's responsibility to request clarification or assistance from Bid Representative before submitting a bid. If clarification of the IFB is necessary, submit questions, in writing, in a timely manner as specified in Section 5. Key Action Dates and Section 8. Question Deadline, and only to Bid Representative. If the IFB is modified prior to the final bid submission date, the State shall post an addendum at https://caleprocure.ca.gov/pages/index.aspx. By virtue of submitting a bid, Bidder accepts the terms and conditions expressed as stated below and as required by law. Costs incurred for developing bids in anticipation of award of an Agreement are the responsibility of Bidder and shall not be charged to the State.

11. Withdrawal and Resubmission/Modification of Bid

Bidder may withdraw its bid by submitting a withdrawal request, via email, to the Bid Representative, prior to the bid submission deadline. Once CDCR/CCHCS has confirmed acceptance and approval of the withdrawal request, the Bidder may then submit a new bid, prior to the bid submission deadline. Bid withdrawals requested in any other manner will not be considered. Subsequent to the bid submission deadline, bids may not be withdrawn without cause.

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

12. Verification of Bid Information

The State reserves the right to request clarification of any documents submitted with a bid regarding any and/or all sections of the IFB.

13. Disposition of Bids

All material submitted in response to this IFB shall become the property of the State and shall be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.

14. Bid Opening

All bid packages received in accordance with Section 9. Bid Submission Requirements shall be publicly opened and the rates of each bid read. The date for the bid opening is specified in Section 5. Key Action Dates.

The bid opening will be held virtually for Bidders who plan to attend. If you would like to attend, send names, email addresses, and company information via email to m_DCCSContractMgmt@cdcr.ca.gov. Please include the bid number, SD25-00044, on the email subject line.

Bid Opening for: Hearing Aid Devices
Bid Representative: Ashlie Kooyman
Location: Telephonic and/or video conference call – Microsoft Teams information below
Date: September 24, 2026
Time: 11:00 am – 12:00 pm PST

Microsoft Teams
Meeting Link: https://teams.microsoft.com/meet/277333293064672?p=9kHZlifkIoud9VDf3r
Dial in by Phone: +1 916-701-9994 **(**Phone conference ID: 229157512#)

Notice of the proposed award (letter of intent) shall be posted at the following link for five (5) business days prior to award of the Agreement: https://cchcs.ca.gov/project_rfp/.

15. Reasonable Accommodation

The State will provide assistive services for individuals who require reasonable accommodation. To request such services or copies of written materials in an alternate format, please contact Bid Representative no later than the date specified in Section 5. Key Action Dates.

The range of assistive services available may be limited if requestors do not allow ten (10) or more business days prior to the date the alternate format material is needed.

16. Cause for Rejection of Bid/Rescinding of Contract Award

a. The State reserves the right to reject bid package(s), waive any immaterial deviation and/or defect in a bid, as well as allow a bidder to remedy any immaterial deviations. The State reserves the right to use its best judgment to determine what constitutes an immaterial deviation or defect.

b. The State's waiver of any immaterial deviation or defect shall in no way modify the IFB documents or excuse Bidder from full compliance with the IFB specifications if awarded the Agreement.

c. The following shall be cause for rejection of a bid or rescinding of contract award:

(1) Bid package is not received as specified in Section 9. Bid Submission Requirements.

(2) A completed Exhibit B-1 – Bid Rate Sheet is not included.

(3) The submitted bid rates exceed the bid rate caps set in Section 1. Goods Rate Caps. If Bidder submits bid rates for multiple regions (refer to Exhibit B-1 – Bid Rate Sheet for list of CDCR/CCHCS institutions by region) and a bid rate exceeds the bid rate cap for a region, the bid for that region will be rejected and the bids submitted for all other regions within the bid rate caps will be accepted.

(4) Bidder fails to provide requested documentation needed to determine if Bidder is responsive and responsible. A responsive and responsible bid is one that complies with all of the bid submittal requirements of this IFB, including all requested attachments/documents and information.

(5) The bid package is submitted with alternate contract language. The State does not accept alternate contract language from Bidders. Any bid with additions, deletions, or conditions shall be considered a counter bid and shall be rejected.

(6) Any requirement of this bid is found to be false or misrepresented, including but not limited to: certifications (e.g., small business/microbusiness); or failure to be in good standing with any local, county, state, or federal tax agency.

d. If a mathematical error is discovered on Bidder's Exhibit B-1 – Bid Rate Sheet, the State may require Bidders to initial correction(s) to dollar figures on the Exhibit B-1 – Bid Rate Sheet if the correction(s) results in a change of total costs. Bidder shall accept the State's corrections to be considered responsive. Failure to initial requested correction(s) to dollar figures on the Exhibit B-1 – Bid Rate Sheet will be grounds for rejection of the bid.

17. Responsiveness and Responsibility

The State shall review bids for responsiveness and responsibility upon initial review of submittals, or at any time prior to award and/or execution of Agreement.

a. If a previous agreement with a prospective Bidder was terminated for cause, the State reserves the right to conduct a responsibility hearing before awarding the Agreement to determine if Bidder is responsible. The bid may be rejected if the State deems, at the conclusion of the responsibility hearing, that Bidder is not responsible, per the DGS State Contracting Manual (SCM), Volume 1, Section 5.70(F).

18. Small Business/Microbusiness Preference

Certified small businesses or microbusinesses can claim the five percent (5%) preference when submitting a bid on a state contract. A non-small business may receive a preference of five percent if the business commits to subcontract at least twenty-five percent of its net bid price with one or more small businesses or microbusinesses. The five percent preference is used only for computation purposes to determine the winning bidder and does not alter the amounts of the resulting contract. The value of the preference is limited to $50,000.00 when a contract award is based upon a five percent (5%) award to the lowest compliant bid. A contract awarded on the basis of the five percent (5%) preference is awarded to the small business, microbusiness or non-small business for the actual amount of its bid.

a. To apply or re-apply for certification as a small business, follow the instructions at the following location: https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise

19. Non-Small Business Preference

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

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

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

20. Commercially Useful Function

"Commercially useful function" is defined as a person or entity doing all of the following: 1) Is responsible for the execution of a distinct element of the work of the contract (including the supplying of goods); 2) Carries out its obligation by actually performing, managing or supervising the work involved; 3) Performs work that is normal for its business services and functions; 4) Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment; and 5) Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices. (Tit. 2 CCR § 1896.71(b).)

It is not a "commercially useful function" if the DVBEs role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of DVBE participation. (Mil. & Vet. Code § 999(b)(5)(B); Tit. 2 CCR § 1896.71(c).)

21. Disabled Veteran Business Enterprise (DVBE) Program

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

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

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

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

This incentive is for evaluation purposes only.

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

22. Required Disclosures

The Bidder must complete and submit all the attachments/documents referenced on Attachment 1 – Required Attachments Checklist to meet the disclosure requirements of this IFB. Failure to provide the required attachments/documents will be cause for rejection of the bid.

23. Settlement of Ties

In the event of a precise tie between the low responsible bid of a certified small business and the low responsible bid of a certified disabled veteran-owned business that is also a small business, the contract must be awarded to the disabled veteran-owned small business, per SCM Volume 1, Section 8.21(C). If a tie persists between any Bidders after the small business preference has been applied, a coin toss will be conducted and observed by witnesses.

24. Basis of Award

Award of contract, if made, will be made to the lowest responsible Bidder(s) whose bid complies with the requirements of the IFB and any addenda thereto, except for such immaterial defects as may be waived by the State. In the event a Bidder submits more than one bid for the same CDCR/CCHCS institution under this bid process, the State shall select the lowest bid and reject all other bids from this Bidder.

The State reserves the right to award multiple Agreements to Bidders that submit bids that are at, or less than, the established bid rate caps as specified in Section 1. Goods Rate Caps of this IFB. At the time of the bid opening, the Agreement award is tentative, pending a complete review of the entire bid package for compliance and adherence to the IFB requirements, verification of all calculations and claimed small/non-small business preferences and, if applicable, compliance with the DVBE participation requirements.

A protest to the award of this Agreement must adhere to PCC Section 10345 and be submitted in accordance with SCM Volume 1, Section 6.35.

25. Agreement Execution

The apparent successful Bidder(s) shall enter into an Agreement with the State, which shall be prepared on a STD 213 Standard Agreement (sample attached) and shall include all exhibits from this IFB.

The Agreement shall not include a hard copy of Exhibit C – General Terms and Conditions (GTC 02/2025), which is incorporated into the Agreement by reference only on the STD 213 – Standard Agreement. Exhibit C – General Terms and Conditions (GTC 02/2025) may be downloaded and printed for Bidder's record at the following link:

https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language

The first page of Contractor Certification Clauses (CCC 04/2017) document must be signed and shall be submitted with the bid. Failure to submit a signed Contractor Certification Clauses (CCC 04/2017) shall delay approval of the Agreement.

The State reserves the right to modify Exhibit B-1 – Bid Rate Sheet and Exhibit H – List of Participating CDCR Institutions and any other item(s) that may affect the multiple award process by including in the Agreement only that information pertinent to the CDCR institutions awarded to Contractor. If the bid includes multiple services classifications, the State reserves the right to modify Exhibit A-1 – Service Specifications, as necessary, to include in the Agreement only that information pertinent to the service classification awarded to Contractor.

The Agreement is not valid unless and until approved by DGS Office of Legal Services (DGS/OLS). The State has no legal obligation unless and until the Agreement is approved. Any work commenced by Contractor prior to approval may be considered voluntary and Contractor may have to pursue a claim for payment by filing with the California Victim Compensation Board or the DGS Government Claims Program. When the Agreement is approved, a copy shall be forwarded to Contractor.

26. Bid Matrix

CDCR/CCHCS institutions will utilize the bid matrix to determine vendor rankings for their respective regions/institutions and how to contact the appropriate vendor for goods.

CDCR/CCHCS institutions will be provided an updated "draft" bid matrix as contracts are approved (not more frequently than once per week) and may canvass as soon as the first Agreements are approved. CDCR/CCHCS institutions shall canvass contracts using the most recent bid matrix available. Contractors who do not have approved Agreements shall not be able to provide goods.

27. Amendments

The State is bidding and executing this Agreement for a period of 36 months. The State reserves the right to extend the Agreement up to an additional 12 months at the same rates and maximum dollar amount per year as the original Agreement and/or amend to increase funding for additional Hearing Aid Devices through an amendment signed by both parties. All agreement amendments are subject to satisfactory performance, funding availability, and may require approval from DGS/OLS. Bidder's rates are submitted with the understanding that in the event Bidder is awarded a contract, the rates submitted in this bid shall remain in effect for the term of the Agreement and any amendment to the term of the Agreement.

28. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities that shall be grounds for rejection of Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

29. Generative Artificial Intelligence (GenAI)

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

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

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

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

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

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
SD25-00044	

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

CONTRACTING AGENCY NAME

California Department of Corrections and Rehabilitation (CDCR)

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

December 1, 2026

THROUGH END DATE

November 30, 2029

3. The maximum amount of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	9
Exhibit A-1	Service Specifications	5
Exhibit B	Budget Detail and Payment Provisions	7
Exhibit B-1	Rate Sheet	4
Exhibit C *	General Terms and Conditions (GTC 02/2025)	Online
Exhibit D	Special Terms and Conditions & Additional Provisions	39
Exhibit E	Definitions	6
Exhibit F	HIPAA Business Associate Agreement (HIPAA - 01/05/2026)	8
Exhibit G	Information Security Agreement (Ver. 3.0)	5
Exhibit H	List of Participating CDCR Institutions	2
Exhibit I	California State Institutions Map (CSIM - 06/19/2026)	1
	This Agreement is not exclusive and CDCR reserves the right to contract with other providers for the same service.	

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

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

SCO ID:

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

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
SD25-00044	

STATE OF CALIFORNIA

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

HEARING AID DEVICES

1. Introduction

a. This is a statewide Agreement in which the Contractor and/or Provider shall provide on-site Hearing Aid Devices on an as-needed basis to patients referred for such health care services or treatments from California Department of Corrections and Rehabilitation/California Correctional Health Care Services (CDCR/CCHCS) Institutions.

b. For purposes of this Agreement, "Contractor" is the party hereby contracting with CDCR/CCHCS and who is presumed to be qualified to have an active role under this Agreement as a Provider of Hearing Aid Devices.

c. For purposes of this Agreement, the term "Provider" shall refer to any Provider who dispenses Hearing Aid Devices pursuant to this Agreement, as arranged through and/or associated with Contractor, as Contractor's employee, independent contractor, and/or sub-contractor. "Provider" includes Contractor with respect to any instance or capacity, in which, Contractor is, or may be, acting as a Hearing Aid Devices Provider.

d. Contractor and/or Provider must provide all labor, equipment, supplies, staff, transportation, licenses, permits, certificates, and every other item of expense necessary, or incurred in providing Hearing Aid Devices, including any expense anticipated or incurred by Contractor and/or Provider associated with travel to and from an institution. This includes, but is not limited to lodging, food, or any other travel expenses, as well as any expenses associated with work-related training and shall be the sole obligation of the Contractor and/or Provider incurring the expense. CDCR/CCHCS has no obligation to pay or reimburse any such expense incurred by Contractor and/or Provider. Any lost/damaged equipment costs due to CDCR/CCHCS negligence will be negotiated with CCHCS Direct Care Contracts Section (DCCS).

e. Services or treatments shall be provided at the direction of the institution Chief Executive Officer/Chief Medical Executive (CEO/CME) or designee. For purposes of this Agreement, CDCR/CCHCS designee must be a civil service employee. The institution CEO/CME or designee retains professional and administrative oversight for services and Hearing Aid Devices provided. CDCR/CCHCS reserves the right to consult with an independent third-party in the oversight of such services. The responsibility of CDCR/CCHCS to provide services related to Hearing Aid Devices is limited to those which are reasonable and medically necessary to protect life, prevent significant illness or disability, or alleviate severe pain that significantly disables the patient from reasonable independent function, and are supported by outcome data as being effective care.

f. Any service or treatment that is not medically necessary shall safely be deferred until the patient is released from custody. Any Hearing Aid Devices related services considered under this Agreement is otherwise subject to the prior authorization requirement and all other requirements, processes, and limitations expressed herein, such as the request and scheduling process, and/or other limitations and requirements as imposed by law.

g. Contractor and/or Provider shall provide Hearing Aid Devices pursuant to this Agreement, and in accordance with CDCR/CCHCS policies and procedures, and federal and state laws and

regulations. Contractor and/or Provider shall, without exception comply with standard safety precautions and maintain CDCR security measures and a safe work environment.

h. Contractor and/or Provider must possess and maintain throughout the term of this Agreement, valid and unconditional licensure and/or board certification with no pending accusations from the applicable boards by which they are licensed and/or certified to practice in their area of medical specialty.

i. Contractor bears the responsibility for the provision of Hearing Aid Devices and performing any associated tasks in a manner consistent with the commonly accepted standard of care. All services or treatments performed outside the scope of this Agreement will be at the sole risk and expense of the Contractor and/or Provider. CDCR/CCHCS does not assume, agree to, or otherwise accept a duty to defend or indemnify a provider against any civil or criminal action arising out of or in association with this Agreement.

j. Contractor and/or Provider agree that any excluded health care service or treatment needed for pre-existing conditions shall be provided only if the condition has become exacerbated in such a manner that it poses a significant threat to the patient's current health and if not treated would result in morbidity and/or mortality. Contractor and/or Provider acknowledge the health care service or treatment must be recognized as medically necessary.

k. Contractor and/or Provider shall ensure that all ordered health care services or treatments shall be scheduled consistently with the severity of the medical need. Once scheduled, Hearing Aid Devices shall be delivered at the time scheduled, unless unavoidable circumstances occur.

2. Contractor and/or Provider Responsibilities

a. Contractor and/or Provider must provide services or treatments to all institutions awarded on Exhibit B-1 – Bid Rate Sheet, and meet the requirements specified in Exhibit A-1 – Service Specifications. Contractor and/or Provider must provide the State of California (State) with proof of any required training, licenses, permits, certifications, and any other required documents as stated in Exhibit A-1 – Service Specifications and as required by law. Services or treatments will be performed only by Contractor and/or Provider who meet the requirements outlined in this Agreement.

b. Standards of Obligation

   i. Contractors and/or Provider must acknowledge and adhere to the CDCR/CCHCS medical staff bylaws, rules, regulations, policies, and procedures as directed by the institution CEO/CME or designee and comply with universal infection control precautions.

   ii. Contractor and/or Provider recognize that CDCR/CCHCS acts in a fiduciary capacity to the State and that this fiduciary duty extends to the provision and management of medical health care services, mental health care services, and dental services for the patient of the State. To assist CDCR/CCHCS in its exercise of this duty, Contractor and/or Provider shall provide high quality services or treatments, consistent with the terms and conditions under this Agreement and consistent with established and commonly accepted standards and principles of medical practice. Nothing in this Agreement shall supersede the common law rules for the interpretation of established and commonly accepted standards and principles of medical practice.

c. Reports

CDCR/CCHCS reserves the right to request that Contractor and/or Provider submit electronic reports or information related to this Agreement, as requested. Upon execution of the Agreement, report submission details and frequency of requested reports, shall be determined by CDCR/CCHCS and in consultation with the Contractor and/or Provider. CDCR/CCHCS may require reports to include additional information pertaining to a Provider, including, but not limited to, name, National Provider Identifier, date of birth, etc. Non-compliance may result in termination of the Agreement. The reports shall be submitted no later than 14 calendar days of request or by the frequency in which the reports were requested.

The reports shall be submitted in a secure HIPAA compliant electronic format (Microsoft Excel 2000 or newer version) and sent via electronic mail (email) to m_ContractSupport@cdcr.ca.gov. If email is not available, the reports can be sent via U.S. Mail to the following address:

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

d. Contract Managers

The Clinical Contract Managers during the term of this Agreement will be:

	State Agency	**Contractor**
Entity Name:	California Correctional Health Care Services	**TBD**
Division/Unit:	Medical Services	
Name:	Grace Song, M.D.	
Address:	10750 Fourth St, Suite 150 Rancho Cucamonga, CA 91730	
Phone:	(916) 215-6919	
Email	Grace.Song@cdcr.ca.gov	

The Administrative Managers during the term of this contract will be:

	State Agency	**Contractor**
Entity Name:	California Correctional Health Care Services	**TBD**
Division/Unit:	Direct Care Contracts Section / Contract Support Team	
Name:	Ashlie Kooyman	
Address:	8280 Longleaf Drive, Building D Elk Grove, CA 95758	
Phone:	(916) 691-9491	
Email	m_ContractSupport@cdcr.ca.gov	

The parties may change their Contract or Administrative Managers upon providing ten (10)

business days written notice to the other party. Said changes shall not require an amendment to this Agreement.

e. Prior Authorization for Treatment

Excluding emergency care services or treatments, prior authorization must be obtained in writing from the institution CEO/CME or designee via CDCR/CCHCS Request for Service (RFS), in accordance with CCHCS's Utilization Management (UM) Plan. Contractor and/or Provider shall complete and return all forms required by CDCR/CCHCS regarding treatment of patients. Except for emergency care, CDCR/CCHCS shall not render payment for services or treatments that do not have prior authorization, and/or if CDCR/CCHCS determined services or treatments were not medically necessary or if services or treatments were inappropriately delivered.

f. Experimental and Investigational Drugs and Procedures

Contractor and/or Provider shall not perform or administer to any patient any experimental or investigational treatment, therapy, procedure or drug. Any such treatment, unless it is related to specific California legislative provisions, is prohibited under Penal Code Section 3502, and thus requires prior authorization from the appropriate institution CEO/CME or designee. Contractor and/or Provider shall perform or administer only those health care services or treatments which are recognized as being in accordance with generally accepted professional medical standards, or as being safe and effective for use in the treatment of an illness, injury or condition at issue.

g. Exclusions and Limitations

i. Contractor and/or Provider agree to not provide any health care services or treatments that are listed as excluded in California Code of Regulations (CCR), Title 15, Division 3, Chapter 2, Subchapter 2, Article 1, Section 3999.200. If a specific treatment includes a service that is normally excluded, the Contractor and/or Provider must seek prior approval from the institution's CEO/CME, or designee.

ii. Contractor and/or Provider shall be able to perform the tasks associated with providing the above health care services or treatments under the scope of their license and assume full responsibility for the provision of these services or treatments.

h. Required Notices

Except as otherwise provided in this Agreement, any notice required hereunder shall be deemed to be sufficient if sent via email or U.S Mail to CDCR/CCHCS contact information located in Provision 13. If mail via the United States Postal Service is used to give any notice required in this Agreement, notice shall be deemed as given on the day after it is deposited in the United States mail with First Class postage prepaid and addressed to CDCR/CCHCS. Only actual written notice will suffice for the purpose of meeting any notice requirement in this Agreement.

i. Fit Testing

i. Contractor shall ensure that Provider is in compliance with Title 8 CCR 5144 standards, including providing medical evaluation to determine the provider's ability to use a respirator before the provider is fit tested or required to use the respirator in the workplace. Contractor shall identify a physician or other licensed health care professional (PLHCP) to perform medical evaluations using a medical questionnaire or an initial medical examination that obtains the same information as the medical questionnaire. Contractor shall provide additional medical evaluations if:

A. Provider reports medical signs or symptoms that are related to the ability to use a respirator,

B. A PLHCP, supervisor, or the respiratory protection program administrator informs the provider that they need to be reevaluated,

C. Information from the respiratory protection program, including observations made during fit testing and program evaluation, indicates a need for provider reevaluation, or

D. Change occurs in workplace conditions (e.g., physical work effort, protective clothing, temperature) that may result in a substantial increase in the physiological burden placed on a provider.

ii. Contractor shall ensure the provider is fit tested with the same make, model, style, and size of respirator that will be used at their assigned institution to comply with OSHA standards. Provider must be fit tested annually, within 12 months of the last fit test. Provider shall obtain an additional fit test whenever there is a change or if the contractor or the PLHCP makes visual observations of changes in the provider's physical condition that could affect respirator fit. Such conditions include, but are not limited to, facial scarring, dental changes, cosmetic surgery, or an obvious change in body weight. Fit testing records must include name of provider, date of testing and respirator(s) make, model, and size, if applicable. Fit testing records must be provided to the CDCR/CCHCS upon request.

iii. Contractor shall provide respiratory protection training to providers annually and more often if necessary.

3. Request for Services

a. Contractor and/or Provider agree to provide on-site dispensing of Hearing Aid Devices as arranged with the institution CEO/CME or designee upon request, in accordance with each institution’s policies and procedures.

b. Contractor shall have a telephone number and email address, as well as a designated representative available by telephone during normal hours of clinic operation for the duration of the Agreement. Clinic hours may vary between the hours of 6:00 a.m. and 5:00 p.m. (PST), Monday through Friday. Telephone answering devices (i.e., message machines) and answering services are not permitted, and their use may be cause for termination of this Agreement. The initial contact will be by telephone; however, CDCR/CCHCS will follow up with

email.

c. The State reserves the right to award multiple Agreements for back-up purposes. Should this occur, institutions will utilize the Rank 1 Contractor when services or treatments are needed. If the Rank 1 Contractor is unable to provide services or treatments, or if an urgent and emergent situation arises, CDCR/CCHCS may, at the discretion of the institution CEO/CME or designee, contact lower ranked Contractors in order of rank until the institution has met its needs. This process will be repeated based on the number of Agreements awarded and start over each time the institution needs to contact lower ranked Contractors to request services or treatments.

d. In the event a Contractor has multiple agreements for the same service or treatment and same institution, Contractor shall be obligated to provide services or treatments at the same rates in the primary contract until all the obligations under the primary contract are attained before the secondary or subsequent contract can be in effect. 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. Contractor acknowledges that the institution may request on-site services or treatments to be provided at any time, including weekends and holidays.

4. Responding to a Request for Service

a. Contractor shall respond to institution request for services or treatments within the standard response time of two (2) hours, unless otherwise stated by CDCR/CCHCS. CDCR/CCHCS may extend the response time, at the discretion of the institution CEO/CME or designee, and dependent upon the urgency of the request for services or treatments. The response time shall be included in the request for service. CDCR/CCHCS reserves the right to accept a response from other Contractor(s) after the response time has elapsed.

b. Contractor and/or Provider shall respond to the institution request for documentation as part of the request for services, which may include, but not limited to, copies of any current and valid licenses, permits, and/or certifications, unless already on file. A response without the necessary or requested supporting documentation as described above may be deemed non-responsive and the next ranked Contractor(s) will be contacted.

5. Scheduling

a. Contractor and/or Provider shall ensure that all ordered Hearing Aid Devices have prior authorization in accordance with institution UM and are mutually agreed upon between the institution CEO/CME or designee and the Contractor.

b. At the time of scheduling, institutions shall provide the Contractor and/or Provider with an estimated period the institution anticipates the need for contracted services or treatments. This will be a good faith estimate based on the circumstances known to CDCR/CCHCS at the time of the request. It is not a guarantee of business and is subject to change depending on CDCR's fluctuations in CDCR patient population and unavoidable circumstances. However, CDCR/CCHCS shall endeavor to provide five (5) business days' notice prior to cancellation of clinics.

c. Contractor shall provide services or treatments to the institution at the time mutually agreed

upon between the institution Contract Liaison or designee and Contractor.

6. Cancellation

a. Contractor and/or Provider shall give advanced written notice to the institution CEO/CME or designee prior to cancellation of scheduled clinics, if for reasons other than illness, as follows:

   i. For scheduled clinics: Seven (7) business days written notice; or

   ii. For all other scheduled services or treatments: minimum of at least 24 hours' written notice.

b. CDCR/CCHCS may cancel or change assignments by telephone, email and/or fax, without incurring any liability, up to 24 hours before Contractor and/or Provider's scheduled reporting time. If CDCR/CCHCS cancels or changes a requested assignment for any reason, including Emergency Security Situations, such as a lockdown, less than 24 hours before a scheduled reporting time, CDCR/CCHCS shall pay a cancellation fee not to exceed $600.00 per clinic for that day.

c. If a clinic is cancelled by the Contractor and/or Provider less than 24 hours before the scheduled reporting time, a clinic cancellation fee of no more than $600.00 per clinic will be charged to the Contractor and/or Provider.

7. Overtime Pay Rate Allowances

No overtime pay will be authorized under this Agreement.

8. Holiday Pay Rate Allowances

No holiday pay rate will be authorized under this Agreement.

9. Telephonic Consultations

No telephonic consultations will be authorized under this Agreement.

10. Orientation and Training

At the discretion of each institution, Contractor and/or Provider agree that prior to reporting to work at the institution, all providers shall complete orientation/training as specified below and any additional required training at the Contractor's sole expense:

a. On-site Institution Orientation/Training

   Contractor agrees that all providers shall attend on-site orientation and any other required training (e.g., annual block training and Learning Management System [LMS]) prior to reporting to work at the institution. Orientation/training is designed to assist providers to become familiar with the operations of the institution, its medical facilities, and Title 15 of the CCRs. To maintain continuity of services and ensure safety for all workers, Contractor shall make available to the institution only those providers who have completed the orientation.

b. Self-Certification Orientation Process

This process may be utilized in place of attending an on-site institution orientation based on institution approval. The parties agree that there will be no reimbursement for assigned providers who have been approved to utilize the Self-Certification Orientation Process.

i. Contractor shall obtain a copy of the Health Care On-Site Contractor's Orientation Handbook from an institution and return the signed copy of the CCHCS Orientation Acknowledgement form once completed. Once the Self-Certification Form has been signed by the Contractor, Providers, and the Authorized CDCR/CCHCS designee, the form shall be sent to m_ContractSupport@cdcr.ca.gov.

ii. Contractor shall be responsible for ensuring that all providers complete the orientation and sign the Self-Certification Acknowledgement.

iii. Contractor shall maintain the signed copies (new and renewed) of the CCHCS Orientation Acknowledgement and provide them to CDCR/CCHCS upon request.

11. Inspections

Inspections may be carried out by the institution CEO/CME or designee, at various times during the Agreement term to check on the quality and quantity of work and determine acceptability of work performed.

12. Failure to Perform

a. CDCR/CCHCS shall routinely evaluate the work performance of Contractor and/or Provider to determine if CDCR/CCHCS standards and departmental/institutional policies and procedures are being met. Contractor and/or Provider who fails to perform or who are physically or mentally incapable of performing the required duties as required by this Agreement shall not be permitted to perform services or treatments. The institution CEO/CME or designee shall state in writing the reasons Contractor and/or Provider did not meet the required policies or standards and submit a copy to Contractor and to the Contract Support Team at m_ContractSupport@cdcr.ca.gov.

b. CDCR/CCHCS shall not pay Contractor and/or Provider for any services or treatments performed by Contractor and/or Provider which are deemed unacceptable in accordance with the required services or treatments anticipated by this Agreement.

c. Failure to provide services or treatments on three (3) or more occasions may result in termination of the Agreement or may allow the institution to forgo the Request for Service process referenced in Provision (3)(c) of this document. Provision 3(c) requires CDCR/CCHCS to contact the first ranked Contractor prior to contacting other Contractors for the duration of the Agreement term. DCCS Chief or designee has the sole discretion in this decision.

13. Department of Corrections and Rehabilitation Contact Information

a. Billing/Payment Issues:

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

b. Scope of Work/Performance Issues:

Refer to Exhibit H - List of Participating CDCR Institutions for addresses and telephone numbers. The institution contract representative can be contacted Monday through Friday from 8:00 a.m. to 4:00 p.m.

c. General Agreement Issues:

California Correctional Health Care Services
Direct Care Contracts Section – Contract Support Team
P.O. Box 588500
Elk Grove, CA 95758
Phone Number: (916) 691-0698
Email address: m_ContractSupport@cdcr.ca.gov

HEARING AID DEVICES

1. Contractor and/or Provider Qualifications

Contractor and/or Provider rendering services to California Department of Corrections and Rehabilitation/California Correctional Health Care Services (CDCR/CCHCS) institutions under this Agreement must have the minimum experience outlined below:

a. Minimum of 12 continuous months of experience within the last three (3) years performing services similar in scope to those defined herein, in a public or private setting. Internship/Apprenticeship does not count towards the required experience.

b. Proficient in the English language and be able to communicate effectively, orally and in writing, with CDCR/CCHCS patients and staff.

Contractor and/or Provider who fail to meet the minimum qualifications shall not be permitted to render services. The institution Chief Executive Officer/Chief Medical Executive (CEO/CME) or designee shall state in writing the reason(s) Contractor and/or Provider does not meet minimum qualifications and submit it to CCHCS Direct Care Contracts Section, Contract Support Team at m_ContractSupport@cdcr.ca.gov. After notification of failure to meet minimum qualifications has been provided, CDCR/CCHCS shall not pay Contractor and/or Provider for any additional services identified.

2. Licenses, Permits, and Certification Requirements

Contractor and/or Provider must have the required licenses, permits, and/or certifications as stated below and as required by law prior to providing services as outlined in this Agreement.

Contractor and/or Provider shall:

a. Possess and maintain throughout the term of this Agreement, a current and valid Audiology or Hearing aid dispenser license issued by the State of California, Department of Consumer Affairs, Speech-Language Pathology and Audiology and Hearing Aid Dispensers Board in order to perform services in the State of California.

b. Ensure all medical and professional staff, and subcontractors are duly licensed, permitted, and/or certified, and absent of restrictions on said licensure, certification, and/or registration, as required by the applicable boards and by the laws of the State.

c. Provide copies of any current licenses, permits, and/or certifications for all medical and professional staff, and subcontractors providing services under this Agreement, to the CCHCS Direct Care Contract Section, Contract Support Team at m_contractsupport@cdcr.ca.gov, and to the institution CEO/CME or designee, to be kept on file at the institution throughout the term of the Agreement. Contractor and/or Provider shall render current licenses, permits, and/or certifications to CDCR/CCHCS no less than 30 calendar days prior to their expiration. If, during the course of this Agreement, any of the licenses and/or requirements are found to be revoked, suspended, inactive, or not in compliance, CDCR/CCHCS may withhold payment for services rendered during the expiration period and/or immediately terminate this Agreement.

d. Assume responsibility for verifying through the appropriate certification boards that no current or unresolved disciplinary actions have been taken by State authorities against Contractor or any Provider assigned to CDCR/CCHCS, and that all licenses are active and void of misconduct. CDCR/CCHCS may verify the status of Contractor and/or Provider assigned at its discretion.

3. Contractor and/or Provider Responsibilities

At the request of the institution CEO/CME or designee, Contractor and/or Provider shall render services or treatments and devices as permitted within the scope of practice for Audiology or Hearing Aid Dispensers, in accordance with institution policies and procedures. Duties/responsibilities shall include, but are not limited to:

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

b. Provide a dated list of equipment on Contractor letterhead prior to equipment being brought into the institution, and throughout the term of this Agreement as necessary to CDCR/CCHCS. Contractor and/or Provider shall complete all forms for gate clearance and state identification as necessary to gain entrance into the institution. Gate clearance and state identification shall be renewed annually within 30 days of expiration. Equipment list and forms shall be sent to the CCHCS Direct Care Contracts Section, Contract Support Team at m_contractsupport@cdcr.ca.gov.

c. Ensure hearing aid equipment brought on-site for the performance of the contracted duties meets all regulatory compliance and calibrations, including any requirements for sterilization. CDCR/CCHCS institutions reserve the right to request verification of equipment compliance prior to equipment being brought into the institution, and throughout the term of this Agreement as necessary. CDCR/CCHCS is not responsible for ensuring storage or compliance of the equipment. Equipment shall not be stored overnight at an institution.

d. Provide a minimum of 24 hours written notice prior to bringing into the institution any hearing aid equipment that has not specifically been authorized. Approval must be obtained by the institution prior to arrival.

e. Maintain a minimum number of providers to provide services to all institutions awarded on Exhibit B-1 – Bid Rate Sheet, who meet the requirements specified in Exhibit A-1 – Service Specifications.

f. If Contractor and/or Provider is unable to perform due to illness, resignation and/or factors beyond Contractor's control, Contractor shall submit qualifications of proposed provider to the institution for approval. The institution CEO/CME or designee, shall approve, in advance, proposed providers assigned to this Agreement. The institution shall be notified of any changes to Contractor's list of providers at least five (5) business days before the provider's report date.

g. If a provider is dismissed or declined at an institution, Contractor shall immediately provide notification of the dismissal to the CEO/CME or designee of all other institutions where said provider renders or plans to render services.

h. Contractor and/or Provider shall ensure that all ordered health care services or treatments and devices are medically necessary and shall be scheduled consistent with the severity of the medical need. Once scheduled, services or treatments and devices shall be delivered at the time scheduled, unless unavoidable circumstances occur. Contractor and/or Provider shall be able to perform the tasks associated with providing health care services or treatments and assume full responsibility for the provision of these services or treatments.

i. Contractor and/or Provider shall interpret hearing test results for the purposes of fitting, programming, adjusting, and education of hearing aids, consistent with their license as Audiology or Hearing Aid Dispensers. The CEO/CME or designee has sole discretion as to the acceptability of work rendered by the Contractor and/or Provider.

4. Testing/Services

a. Pure Tone Audiometry and Speech Tests

i. Pure tone audiometry and Speech tests must be performed according to the current American National Standards Institute (ANSI) standards.

ii. Patients with sensorineural or mixed hearing loss with 35 to 89 dB hearing levels in the pure tone average (PTA) of 500, 1000, and 2000 Hz should be fitted for a Conventional Standard Hearing Aid.

iii. Patients with sensorineural or mixed hearing loss with 90 dB or greater hearing levels in the PTA of 500, 1000, and 2000 Hz should be fitted for a Conventional High-Power Hearing aid.

iv. Patients with sensorineural or mixed hearing loss with 90 dB or greater hearing levels in the PTA of 500, 1000, and 2000 Hz and speech discrimination of less than 40% in both ears who have already tried Conventional High-Power Hearing aids set to maximum gain and comfort for at least six (6) months, and aided speech discrimination continues of less than 40% in both ears, the patient should be recommended for cochlear implant evaluation.

b. Conduct a follow-up examination with recipients of new hearing aids, according to the American Speech Hearing Association Preferred Practice Patterns for Outcome Evaluation and Follow-up Measures, approximately 30 to 90 calendar days after fitting the hearing aid and every 12 months thereafter. Contractor and/or Provider shall conduct follow-up examinations to ensure the patient is benefiting from the device, patient is able to utilize the device, assist with troubleshooting, and determine if a higher-power device is needed. The Contractor and/or Provider shall document the examinations and findings in the patient's chart using the appropriate template note.

5. Goods/Equipment

a. Contractor and/or Provider shall provide all equipment and supplies necessary to fit, program, and adjust hearing aids on referred patients.

b. Contractor and/or Provider shall take impressions for the manufacturing of hearing aid devices and ensure the fitting of devices. Contractor and/or Provider shall fit and supply all ear domes, ear molds, and hearing aid instruments, which include cleaning kits and wax guards/filters. Reimbursed items can be found on Exhibit B-1 – Bid Rate Sheet. Contractor shall warrant these

items for a minimum of one (1) year from date of delivery (excluding batteries).

i. Hearing aid devices shall be registered with the United States Food and Drug Administration. Hearing aids shall be digitally programmable based on manufacturer specifications and requirements. This shall include, but may not be limited to, programmable functions allowing the adjustment of the frequency response, gain, output, and other characteristics. Hearing aids shall not utilize Bluetooth or similar technology. The following specifications shall be included:

(1) Five (5) or more channels,
(2) Three (3) or more programs,
(3) Adaptive directional microphone technology, unless not technologically feasible due to the size of the instrument,
(4) Adaptive signal processing,
(5) Noise reduction strategies for steady state and transient noise,
(6) Programs the patient can adjust,
(7) Active feedback suppression,
(8) Harmonic distortion at 500 Hz, 800 Hz, and 1600 Hz according to the procedures specified in ANSI/ASA S3.22-2014 shall be less than 8%,
(9) Equivalent input noise level measured according to the procedures specified in ANSI/ASA S3.22-2014 shall not exceed 29 dB (for power instruments, the equivalent input noise level measured according to these procedures shall not exceed 32 dB), and
(10) Telecoil capability, except when not commercially available or not technically feasible.

ii. Fit all hearing aids according to the American Speech Hearing Association's Preferred Practice Patterns for Hearing Aid Selection and Fitting. Ear domes and ear tips for Behind the Ear (BTE) instruments: Ear tips, domes, and sleeves shall be available in varying sizes and include both occluded and open non-occluding designs. Ear domes must include both standard and half shell styles and include various venting options.

iii. Custom ear molds shall be provided if clinically indicated.

c. Contractor shall provide a range of models appropriate for mild, moderate, severe, and profound hearing losses, and that there are models appropriate for each hearing loss and contain a tinnitus sound generator, if necessary. Contractor shall provide at least one "power" hearing aid model, defined as "a hearing aid which has a matrix at or above a maximum power output of 125 dB SPL and average gain of 60 dB or above".

d. Contractor and/or Provider shall be responsible for all repair services for hearing aids supplied to patients. Minor repairs shall be performed on-site at the institution at no additional cost to the State and shall continue to be provided beyond the one (1) year warranty period. If the institution determines that a hearing aid device has failed due to a defect, the Contractor and/or Provider shall, at no additional cost to the State, repair or replace the device within 45 calendar days of notification, with corrective action occurring upon request by the CEO/CME/AD or designee.

If the defect cannot be corrected, the Contractor shall provide an exact replacement or a reimbursement of the device's cost. If the institution determines that device failure is due to loss or damage, including unauthorized repair, improper handling, or water immersion, the Contractor and/or Provider shall replace the device one (1) time within one (1) year of the original device's final fitting. Consumables and accessories, such as disposable batteries and

standard ear molds, as well as cosmetic wear that does not affect device function, are not covered under warranty.

Major repair work performed off-site shall be completed and returned within ten (10) business days of removal from the institution, and when necessary, the Contractor and/or Provider shall supply a temporary hearing aid at no cost to the State during such repairs. All major repairs shall be covered by a minimum one (1) year warranty from the date the original device was issued. The Contractor and/or Provider shall maintain written documentation of all repairs, including the vendor used, the date of service, and the specific repairs performed.

e. Contractor and/or Provider shall issue patients that require hearing aids no more than one (1) hearing aid per ear. Additional hearing aids in a one (1) year span require the institution CEO/CME, or designee, approval.

f. Contractor and/or Provider shall ensure consultation and progress reports are completed as required in the patient's chart and/or outpatient health report using the appropriate clinic note template.

6. ACKNOWLEDGEMENT OF DUTIES

a. Contractor

As Contractor, I hereby certify that I have read the above Hearing Aid Devices Service Specifications including Contractor and/or Provider qualifications; Licenses, Permits and Certification Requirements; and Contractor and/or Provider responsibilities and that I understand the duties/responsibility required to successfully perform the services stated herein. I further certify that all Providers used under this contract will meet the qualifications, requirements, and responsibilities above.

Print Name of Contractor's Representative	Signature	Date

b. Additional Provider hired by the Contractor

As the Provider hired by Contractor, I hereby certify that I have discussed the above Hearing Aid Devices Service Specifications including Contractor and/or Provider qualifications; licenses, permits and certification requirements; and Contractor and/or Provider responsibilities. I understand the duties/responsibilities required to successfully provide the services stated herein. I further certify that I meet the qualifications and requirements above and can successfully meet the responsibilities as stated above and per my licensing.

Print Name of Provider	Signature	Date

HEARING AID DEVICES

ARTICLE I
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoices/Claims and Payment

a. For services satisfactorily rendered, and upon receipt and approval of Contractor's invoices/claims, California Department of Corrections and Rehabilitation/California Correctional Health Care Services (CDCR/CCHCS) agrees to compensate Contractor for completed services and provided devices in accordance with the rates specified in Exhibit B-1 – Bid Rate Sheet, which is included as part of this Agreement. Except for emergency care, CDCR/CCHCS shall not compensate Contractor for devices or services which did not receive prior authorization in accordance with Exhibit A – Scope of Work, and/or Exhibit A-1 – Service Specifications, and/or exceed the services as defined in California Code of Regulations (CCR), Title 15, Section 3999.98 and 3999.200.

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

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

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

2. Budget Contingency Clause

a. It is mutually agreed that if the California State Budget Act for the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor, or to furnish any other considerations under this Agreement, and Contractor shall not be obligated to fulfil any provisions of this Agreement.

b. If funding for the purposes of this program is reduced or deleted for any fiscal year by the California State Budget Act, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an Agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code (GC) Section 927 et seq. Payment to a small business or microbusiness shall be made in accordance with, and within the time specified in, GC Section 927 et seq.

4. Subcontractors

For all Agreements, except for Interagency Agreements and other governmental entities/auxiliaries that are exempt from bidding, nothing contained in this Agreement, or otherwise, shall create any contractual relationship between the State and any subcontractors, and no subcontract shall relieve 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 Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

ARTICLE II
SPECIAL BUDGET DETAIL AND PAYMENT PROVISIONS

1. Submission of Invoices/Claims

a. To ensure prompt and accurate payment, all invoices/claims shall be submitted according to the applicable directions listed below. It is the responsibility of Contractor to ensure that invoices/claims are sent to the correct address as set forth below according to service type. Invoices/claims sent to the incorrect address will be deemed not submitted, will not be processed for payment, and will not be subject to late payment penalties per GC Sections 927.2, subdivision (j) and 927.4.

b. All invoices/claims must be completed thoroughly, with all applicable fields completed. Invoices/claims that are submitted to the appropriate location, but have been altered, are inaccurate, or do not provide all necessary information, will not be accepted and will be denied and returned to Contractor for correction.

c. Any changes to this provision relating to the invoice/claim submittal process, including but not limited to an address, form, or process change, shall be an administrative change managed through the appropriate designated CDCR/CCHCS office and shall not require an Agreement amendment.

d. Invoices/claims submitted shall include the following information listed in 2(f) and must be legible to be considered complete and acceptable for processing or the invoice/claim will be returned and disputed back to Contractor. Disputed/returned invoices/claims shall not be subject to late payment penalties, as set forth in GC Section 927.4.

2. Submission of Claims for Services/Procedures

a. Information concerning claims adjudicated for CDCR/CCHCS by CorrectCare Integrated Health (CCIH), CDCR/CCHCS' Third-Party Administrator, may be accessed through the CCIH Web Portal. Instructions for registration and use of the web portal, can be obtained by calling the CDCR/CHCS Healthcare Invoicing Section (HIS) Help Desk at (916) 691-0699 or at:

https://tpa.correctcare.com/pp_reg/portal/

b. Pursuant to the California Prompt Payment Act, GC Section 927 et seq., undisputed claims shall be paid within 45 calendar days of the date of receipt. If you do not have access to the CCIH Web Portal,

contact the HIS Help Desk at (916) 691-0699 or via electronic mail (email) at m_HISProgramSupport@cdcr.ca.gov to verify receipt of claims.

c. CDCR/CCHCS shall render payment in accordance with and within the time specified in GC Section 927 et seq. CDCR/CCHCS reserves the right to deny Contractor's claim if Contractor fails to submit it in the appropriate format or within the appropriate time frame specified in this section. CDCR/CCHCS will provide an explanation along with the claim denial and the basis for claim rejection. Contractor will have the right to appeal or otherwise resubmit the claim with the reasonably required documentation.

d. Claims submitted for payment must be typewritten, legible, accurate, and submitted within 12 months and/or one year after the provision of services. Claims submitted after 12 months and/or one year may not receive payment for these claims. Claims older than 12 months and/or one year shall be submitted in accordance with Exhibit D – Special Terms and Conditions & Additional Provisions, Section 2, Dispute Resolution Process, (b)(3) First Level Appeal.

e. Claims submitted for payment of on-site Hearing Aid Devices shall be on a Center for Medicare & Medicaid Services (CMS) CMS-1500 form or its successor(s) (if applicable) and shall itemize each service provided.

f. Claims submitted for payment of Hearing Aid Services shall include all applicable information listed below:

i. Patient CDCR Number
ii. Patient Name
iii. Patient DOB
iv. Patient Gender
v. Patient Housing Institution Acronym, City, State, and Zip Code
vi. All Required Diagnosis Codes
vii. Date(s) of Service
viii. Place of Service
ix. All Required Current Procedure Terminology (CPT)/Healthcare Common Procedure Coding System (HCPCS) codes
x. Any Required CMS Codes, if applicable
xi. Service Units
xii. Billed Charges for Services Rendered (including total billed charges)
xiii. Contractor or Provider's National Provider Identifier (NPI) Number
xiv. Contractor Tax ID Number (Federal Employer Identification Number)
xv. Patient Account Number (as assigned by the billing entity)
xvi. First and Last Name of Contractor or provider performing services (In the event that Contractor or provider is a medical group, list the group name. The NPI number should reflect this listing.)
xvii. Service Facility Location Information
xviii. Billing Provider Information
xix. Any other medical information or documentation from external sources is reasonably required to verify and substantiate the provision of services and the charges for such services.

g. Claims submitted for on-site services/hearing aid procedures shall be submitted to the Third-Party Administrator at the following address:

Correct Care Integrated Health
PO Box 349026
Sacramento, CA 95834-9026

3. Cancellation Fee

a. Cancellation Fee for CDCR/CCHCS

i. Contractor shall submit an invoice for cancellation fee reimbursement for clinics cancelled by CDCR/CCHCS.

ii. Cancellation fees for services or clinics cancelled by the CDCR/CCHCS shall be submitted via email to the HIS Manual Claims Team at m_HISManualClaims@cdcr.ca.gov. If email submittal is not available, invoices may be mailed to the following address:

California Correctional Health Care Services
Attention: Healthcare Invoicing Section – Manual Claims Team
PO Box 588500, Building D-2
Elk Grove, CA 95758

iii. Invoices submitted for cancellation fee reimbursement must be typewritten, legible, complete and accurate to be considered acceptable for processing or invoices will be denied and returned to Contractor for correction.

iv. Invoices submitted for the cancellation fee shall include all applicable information listed below:

(1) First and Last name of Contractor or Provider performing services
(2) Invoice Number
(3) Agreement Number
(4) Invoice Date
(5) Remit Address (Contractor Name, Mailing Address, Phone Number)
(6) Type(s) of Services or Contractor or Provider's Classification
(7) Institution
(8) Date(s) of Scheduled Clinic/Shift Hours
(9) Scheduled Clinic/Shift Hours
(10) Reason(s) for the Cancellation
(11) Supporting Documentation for the Cancellation
(12) Total Amount of Cancellation Fee

b. Cancellation Fee for Contractor

i. Cancellation fees for services or clinics cancelled by the Contractor and/or Provider shall be submitted to the following address:

California Correctional Health Care Services
Attention: Healthcare Invoicing Section – Post Payment Support Team
PO Box 588500, Building D-2
Elk Grove, CA 95758
Phone Number: (916) 691-0699
Email address: CCHCSHISRefund@cdcr.ca.gov

ii. Contractor shall submit reimbursement for clinics cancelled by the Contractor and/or Provider less than 24 hours before the scheduled service date.

iii. Contractor shall submit payment for cancellation fee reimbursement via business check. Cash, electronic transfers, and wire payments will not be accepted.

iv. Payments submitted for cancellation fee reimbursement must be typewritten, legible, and complete.

v. Payment shall include all applicable information listed below:

(1) Institution
(2) Service Date
(3) Service Type

4. <u>Reimbursement for Goods/Durable Medical Equipment</u>

a. Agreements that contain a goods component such as, but not limited to hearing aids-shall submit health care service invoices separately. Invoices shall also include the Agreement Number and the Purchase Order Number.

b. Damaged Equipment: Contractor may seek reimbursement from CDCR/CCHS for damaged equipment per Exhibit A – Scope of Work, Section 1(d). Reimbursement for damaged equipment shall be submitted on an invoice with the incident report and vendor purchase cost invoice or proof of payment attached. If the appropriate documentation is not attached, the invoice shall not be reimbursed and will be returned.

c. Invoices submitted shall include all applicable information listed below:

i. Invoice Date
ii. Invoice Number
iii. Contract/Agreement Number
iv. Purchase Order Number
v. Contractor Name
vi. Remit Address
vii. Institution Name or Acronym
viii. Institution Physical Address
ix. Date of Service
x. Healthcare Common Procedure Coding System Code (HCPCS), if applicable
xi. Item Description
xii. Quantity of Each Item(s)
xiii. Price of Each Item(s)
xiv. Total Price of Item(s)
xv. Total Invoice Amount
xvi. Net 45 Days
xvii. Any supplemental items as requested
xviii. Incident report (if applicable for damaged equipment)

d. Health care goods, equipment, and supplies must be reviewed and approved prior to Contractor's and/or Provider's submittal of an invoice for payment by the ordering institution. Approved health care goods, equipment, and supply invoices must be sent via email to APA.Invoices@cdcr.ca.gov and copy m_ContractSupport@cdcr.ca.gov and m_DCCSContractMgmt@CDCR.ca.gov. If invoices cannot be emailed, they must be mailed to the following address:

Sacramento Regional Accounting Office
Attention: Accounts Payable A
P.O. Box 187015
Sacramento, CA 95818-7015
Email address: APA.Invoices@cdcr.ca.gov

5. Rejection of Contractor's Invoice/Claim

CDCR/CCHCS reserves the right to reject a Contractor's invoice/claim if Contractor fails to submit the invoice/claim in the appropriate format or within the appropriate time frame specified within this Agreement. Disputed invoices/claims will be returned to Contractor without payment and will include an explanation of the invoice/claim dispute. Contractor will have the right to appeal or otherwise resubmit the invoice/claim with the pertinent documentation to the address below. Disputed/returned invoices/claims shall not be subject to late payment penalties, as set forth in GC Section 927.4.

6. Invoice/Claim Billing Appeals

For disagreements regarding payments or denials by CDCR/CCHCS for an invoice/claim submitted under the Agreement, Contractor may submit a formal appeal letter with a copy of the invoice/claim originally submitted, a cover page detailing the reason(s) why Contractor believes the invoice/claim was underpaid or denied in error. Contractor may include any documentation provided by CDCR/CCHCS explaining the payment adjustment, and any other documentation in support of the appeal. An appeal may be submitted by email or sent via U.S. Mail to the following offices:

a. Goods/Durable Medical Equipment

Sacramento Regional Accounting Office
Attention: Accounts Payable "A"
P.O. Box 187015
Sacramento, CA 95818-7015
Email address: APA.invoices@cdcr.ca.gov

b. Services/Procedures

California Correctional Health Care Services
Attention: Healthcare Invoicing Section – Post Payment Support Team
PO Box 588500, Building D-2
Elk Grove, CA 95758
Phone Number: (916) 691-0699
Email address: HISAppealSupport@cdcr.ca.gov

7. Invoice/Claim Audits and Refunds

CDCR/CCHCS has the right to review invoices/claims retrospectively to ensure invoices/claims were processed correctly and per the contract terms. Should CDCR/CCHCS determine that either invoices or claims resulted in overpayment, CDCR/CCHCS shall request a refund. Contractor shall refund any monies found from these retrospective audits. Contractor shall refer to Exhibit D – Special Terms and Conditions & Additional Provisions, Section 60, Overpayments and Offsets, for specific information regarding overpayments.

8. Invoice/Claim Payment Inquiry

Should Contractor have questions or concerns regarding the processing and/or payment of invoices/claims, the parties shall make a first attempt in good faith to resolve the question or concern through informal discussion(s). The parties agree that CDCR/CCHCS should be used as a resource in solving potential health care invoice disputes. Contractor shall refer to the following entities for detailed dispute information.

a. Service/Procedure for Invoices/Claims

Contractor shall contact the HIS Help Desk at (916) 691-0699 or via email at m_HISProgramSupport@cdcr.ca.gov with any questions or clarifications regarding the health care service/procedure invoices/claims submittal or dispute process. If resolution to the patient invoice cannot be resolved via the verbal inquiry process, Contractor shall refer to the formal health care claim appeal process outlined in Exhibit D – Special Terms and Conditions & Additional Provisions of this Agreement.

b. Goods/Durable Medical Equipment Invoices

Contractor shall contact the Sacramento Regional Accounting Office via email at APA.invoices@cdcr.ca.gov and copy m_ContractSupport@cdcr.ca.gov with any questions or concerns regarding the goods/durable medical equipment invoice submittal process.

HEARING AID DEVICES

Bidder must be able to provide services to the institutions listed below. A bid rate must be provided on each line item, in clear legible figures, in the space provided. Failure to provide the required bid rates shall be cause for rejection of bid.

Bidder must provide one (1) rate for all institutions listed within the specified region(s) in which Hearing Aid Devices are bid on and will be provided to California Department of Corrections and Rehabilitation/California Correctional Health Care Services (CDCR/CCHCS) patients. Bidders are not required to submit bid rates for all regions. However, Bidder must provide services to all institutions within a region in which they submitted bid rates. Failure to provide the required bid rates shall be cause for rejection of Bidder's bid for that region. Subcontractors may be used to comply with this requirement. Pre-identified subcontractor(s) information must be submitted using the Bidder Declaration Form (GSPD-05-105). If additional subcontractors are added during the term of the Agreement, an updated GSPD-05-105 must be submitted to the CDCR CCHCS Direct Care Contract Section, Contract Support Inbox at: m_ContractSupport@CDCR.ca.gov.

If awarded an Agreement, the bid rates for the goods/services submitted below shall remain in effect for the term of the Agreement, including any extension of the term through a formal amendment.

BID RATES MUST BE AT OR LOWER THAN THE IDENTIFIED BID RATE CAPS. ANY BID RECEIVED THAT EXCEEDS THE RATE CAPS WILL BE REJECTED.

The Basis of Award shall be used to determine the lowest responsible bid. The lowest responsible Bidder will be the Rank 1 Contractor on the bid matrix. The Agreement amount will be determined using a cost allocation formula that includes Contractor's rank and the number of Agreements awarded. In the case of a discrepancy between the Basis of Award and the bid rate per line item, the bid rates per line item shall prevail. However, if the Basis of Award is ambiguous, illegible, uncertain or is omitted, the Bid rates per line item shall be added to determine the Basis of Award.

Contractors with multiple Agreements for the same service at the same institution shall be obligated to provide service at the rate specified in Contractor's primary Agreement (i.e. agreement resulting from the first bid) until all obligations under that Agreement are satisfied before the rate in any subsequent Agreements can be used. The only exception to this provision occurs when the rate in a subsequent Agreement is lower than those of the primary Agreement; the State then has the sole right to determine which rate will be applied.

The State does not expressly or by implication guarantee business, as services are subject to change depending on CDCR/CCHCS fluctuation in the patient population.

REGION 1

California Medical Facility (CMF), California State Prison - Sacramento (SAC), California State Prison - San Quentin (SQ), California State Prison - Solano (SOL), Folsom State Prison (FSP), High Desert State Prison (HDSP), Mule Creek State Prison (MCSP), Pelican Bay State Prison (PBSP)

A. Service Description	Rate Cap	Bid Rate
CPT 92631 - Hearing aid selection services, unilateral or bilateral, including review of audiologic function tests and hearing aid candidacy evaluation	$90.00	
CPT 92634 - Hearing aid fitting services, unilateral or bilateral, including device analysis, programming, verification, counseling, orientation	$150.00	
CPT 92636 - Hearing aid post-fitting follow-up services, unilateral or bilateral, including confirmation of physical fit, validation of patient benefit and performance, sound quality of device, adjustment(s)	$40.00	
BASIS OF AWARD	**$280.00**	**$**
B. Goods Description	**Rate Cap**	**Bid Rate**
Ear Mold (per ear)	$90.00	
Manufacture Hearing Aid (per device)	$500.00	
Hearing Aid Repair (per device)	$240.00	
Cancellation Fee (per clinic)	$600.00	
BASIS OF AWARD	**$1,430.00**	**$**
BASIS OF AWARD TOTAL A + B =	**$1,710.00**	**$**

REGION 2

California Men's Colony (CMC), Central California Women's Facility (CCWF), Correctional Training Facility (CTF), Salinas Valley State Prison (SVSP), Sierra Conservation Center (SCC), Valley State Prison (VSP), California Health Care Facility (CHCF), Pleasant Valley State Prison (PVSP)

A. Service Description	Rate Cap	Bid Rate
CPT 92631 - Hearing aid selection services, unilateral or bilateral, including review of audiologic function tests and hearing aid candidacy evaluation	$90.00	
CPT 92634 - Hearing aid fitting services, unilateral or bilateral, including device analysis, programming, verification, counseling, orientation	$150.00	
CPT 92636 - Hearing aid post-fitting follow-up services, unilateral or bilateral, including confirmation of physical fit, validation of patient benefit and performance, sound quality of device, adjustment(s)	$40.00	
BASIS OF AWARD	**$280.00**	**$**
B. Goods Description	**Rate Cap**	**Bid Rate**
Ear Mold (per ear)	$90.00	
Manufacture Hearing Aid (per device)	$500.00	

Hearing Aid Repair (per device)	$240.00	
Cancellation Fee (per clinic)	$600.00	
BASIS OF AWARD	**$1,430.00**	**$**
BASIS OF AWARD TOTAL A + B =	**$1,710.00**	**$**

REGION 3

Avenal State Prison (ASP), California Correctional Institution (CCI), California State Prison - Corcoran (COR), California State Prison - Los Angeles County (LAC), California Substance Abuse Treatment Facility and State Prison, Corcoran (SATF), Kern Valley State Prison (KVSP), North Kern State Prison (NKSP), Wasco State Prison (WSP)

A. Service Description	Rate Cap	Bid Rate
CPT 92631 - Hearing aid selection services, unilateral or bilateral, including review of audiologic function tests and hearing aid candidacy evaluation	$90.00	
CPT 92634 - Hearing aid fitting services, unilateral or bilateral, including device analysis, programming, verification, counseling, orientation	$150.00	
CPT 92636 - Hearing aid post-fitting follow-up services, unilateral or bilateral, including confirmation of physical fit, validation of patient benefit and performance, sound quality of device, adjustment(s)	$40.00	
BASIS OF AWARD	**$280.00**	**$**
B. Goods Description	**Rate Cap**	**Bid Rate**
Ear Mold (per ear)	$90.00	
Manufacture Hearing Aid (per device)	$500.00	
Hearing Aid Repair (per device)	$240.00	
Cancellation Fee (per clinic)	$600.00	
BASIS OF AWARD	**$1,430.00**	**$**
BASIS OF AWARD TOTAL A + B =	**$1,710.00**	**$**

REGION 4

California Institution for Men (CIM), California Institution for Women (CIW), Calipatria State Prison (CAL), Centinela State Prison (CEN), Ironwood State Prison (ISP), Richard J. Donovan Correctional Facility (RJD)

A. Service Description	Rate Cap	Bid Rate
CPT 92631 - Hearing aid selection services, unilateral or bilateral, including review of audiologic function tests and hearing aid candidacy evaluation	$90.00	
CPT 92634 - Hearing aid fitting services, unilateral or bilateral, including device analysis, programming, verification, counseling, orientation	$150.00	

CPT 92636 - Hearing aid post-fitting follow-up services, unilateral or bilateral, including confirmation of physical fit, validation of patient benefit and performance, sound quality of device, adjustment(s)	$40.00	
BASIS OF AWARD	**$280.00**	**$**
B. Goods Description	**Rate Cap**	**Bid Rate**
Ear Mold (per ear)	$90.00	
Manufacture Hearing Aid (per device)	$500.00	
Hearing Aid Repair (per device)	$240.00	
Cancellation Fee (per clinic)	$600.00	
BASIS OF AWARD	**$1,430.00**	**$**
BASIS OF AWARD TOTAL A + B =	**$1,710.00**	**$**

In accordance with Exhibit A – Scope of Work, Section 6 – Cancellation, payments will be as follows:

CDCR/CCHCS may cancel or change assignments by telephone, email and/or fax, without incurring any liability, up to 24 hours before Contractor and/or Provider's scheduled reporting time. If CDCR/CCHCS cancels or changes a requested assignment for any reason, including Emergency Security Situations, such as a lockdown, less than 24 hours before a scheduled reporting time, CDCR/CCHCS shall pay a cancellation fee not to exceed $600.00.

If a clinic is cancelled by the Contractor and/or Provider less than 24 hours before the scheduled reporting time, a clinic cancellation fee of no more than $600.00 per clinic will be charged to the Contractor and/or Provider.

HEARING AID DEVICES

SPECIAL TERMS AND CONDITIONS & ADDITIONAL PROVISIONS

1. General Nature of Agreement/Limitation as to Contractor's Providers/Contractor's Responsibility for Its Providers and All Claims by or on Behalf of Contractor's Providers

This Agreement is between only those expressly identified and signing as parties hereto, i.e., Contractor and California Department of Corrections and Rehabilitation/California Correctional Health Care Services (CDCR/CCHCS). No person or entity not expressly named and signing as a party to this Agreement is intended to be a party and shall not be accepted or treated as a party. No employee of Contractor, or provider proposed or provided by Contractor under this Agreement, whether said providers are approved or not, accepted and used by CDCR/CCHCS, is thereby made a party to this Agreement or acquires any contractual rights of any type regarding CDCR/CCHCS.

Contractor is an independent contractor who is solely and fully responsible for the manner in which it and its providers perform/provide services under this Agreement. Any terms in this Agreement or arising related to this Agreement and indicating or referring to work direction from CDCR/CCHCS, are intended and shall be construed as providing for direction only as to policy and work results, and not as to the method or means by which work results are obtained. CDCR/CCHCS does not retain the right to control the method or means by which Contractor or its providers perform work under this Agreement. Nothing in this Agreement is intended or shall be construed as creating an employment or agency relationship between CDCR/CCHCS and Contractor, or between CDCR/CCHCS and any providers associated with Contractor.

Contractor and any of its providers, as proposed or provided to CDCR/CCHCS by Contractor for purposes of this Agreement, and whether or not any of the same are allowed to provide services to CDCR/CCHCS, shall not thereby be considered civil service employees, or CDCR/CCHCS/State of California employees, of any type or for any purpose, including with respect to any wage schedule or benefit plan available to civil service employees generally or to employees of CDCR/CCHCS or the State.

This Agreement does not control or limit the nature of the relationship between Contractor and any providers associated with it. CDCR/CCHCS defers to Contractor as to the nature, details, and type of relationship between Contractor and any providers associated with it, including any health care service provider, whether or not proposed by Contractor and approved/accepted by CDCR/CCHCS pursuant to this Agreement. This Agreement does not control or limit whether a relationship between Contractor and any of its providers is intended to be or should be, as an employee, subcontractor, independent contractor, agent, partner, health care service provider, or any other possibility. Whatever that relationship may be, it is not one by which the providers can either acquire any rights of Contractor in relation to CDCR/CCHCS or otherwise acquire any rights on their own in relation to CDCR/CCHCS.

Whatever the relationship between Contractor and its providers, Contractor agrees that any subcontract used by it to provide services to CDCR/CCHCS will include provision(s) requiring compliance with the applicable terms and conditions specified in this Agreement. Any related actions or claims initiated or filed by, or on behalf of, Contractor or its providers, such as but not limited to any action or claim for or related to unemployment benefits, tax withholdings, lost wages or revenues, workers' compensation, injuries, or illness, are entirely the responsibility of Contractor. To any extent that such an action or claim, by or on behalf of, or otherwise with respect to any providers associated with Contractor, results in any monetary assessment, either as awarded or per agreement, and however characterized, including but not limited to wages, compensation, or financial damages of any type; any withholding amount, or fine or other administrative assessment, settlement of any type, or attorney's fees; whether or not involving any local, state, or federal law or local, state, or federal government entity, Contractor agrees to pay all such costs that are assessed, awarded, agreed or incurred in any manner, including that Contractor will have primary responsibility for

paying such costs, and also agrees to promptly reimburse CDCR/CCHCS or the State for any such costs paid by any of those entities.

Whatever the relationship between Contractor and its providers, any compensation or other amounts possibly due from Contractor to its providers, arising from or related to services rendered to CDCR/CCHCS pursuant to this Agreement, and any duty to withhold appropriate taxes, shall be the sole responsibility of Contractor. Contractor's obligation to pay its providers under this Agreement is independent from any amount due to Contractor under this Agreement. Accordingly, CDCR/CCHCS and/or the State have no obligation to make any payments directly to Contractor's providers that Contractor may have provided and has no obligation to ensure that Contractor makes any payments due from Contractor.

Any dispute, claim, grievance, or any purported cause of action of any type (collectively: any dispute), initiated formally or informally, by or on behalf of, or in any way regarding any one or more of Contractor's former, current, or would-be providers, whether solely against Contractor or also against or involving CDCR/CCHCS or the State in any way, and related to this Agreement in any way, shall be the sole responsibility of Contractor to handle and resolve, without involving CDCR/CCHCS or the State. This includes but is not limited to any dispute about wages, work schedules, work conditions, travel or training, workers' compensation, unemployment insurance, or any expense, or attorney's fees, injuries or benefits of any kind. No employee or provider of Contractor proposed or provided by Contractor shall have any rights or remedies against CDCR/CCHCS or the State related to or arising from this Agreement. No such employee or provider associated with Contractor is eligible to use the dispute resolution process provided in this Agreement, for any dispute against anyone, as that process is limited to claims/disputes by Contractor against CDCR/CCHCS.

Any effort to state, file, or press any action or claim against CDCR/CCHCS or the State, by or on behalf of such providers associated with Contractor, shall be the sole responsibility of Contractor. Consistent with the overall indemnification clause, Contractor agrees to indemnify, defend, and hold harmless the State, CDCR/CCHCS, and CDCR/CCHCS' officers, employees and agents, against any and all losses, liabilities, settlements, claims, demands, damages, or deficiencies (including interest) and expenses of any kind (including but not limited to attorneys' fees) arising from or related to this Agreement, initiated by or on behalf of anyone, including Contractor and its providers, and any person or entity associated with Contractor acting pursuant to this Agreement. Regarding defense of any such action or claim, CDCR/CCHCS shall have the option of choosing its defense counsel, with all costs incurred during such defense to be paid by Contractor, including any negotiated or court ordered award/fine/settlement. CDCR/CCHCS will promptly notify Contractor of any action or claim by or on behalf of any of Contractor's providers.

Contractor shall defend and indemnify CDCR, the State of California, and their officers, agents, and employees from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses (including, without limitation, attorney's fees and litigation costs) arising out of or related to any claim brought by Subcontractor and/or provider against CDCR.

This obligation includes, but is not limited to, any claim by Subcontractor and/or provider alleging entitlement to compensation, benefits, damages, or any other relief in connection with work performed under this Agreement. Contractor shall be solely responsible for ensuring that its Subcontractors and/or providers waive any right to bring claims directly against CDCR.

In the event a Subcontractor and/or provider initiates any claim or legal action against CDCR, the Contractor shall, at its sole cost and expense, assume the defense of CDCR and shall pay all settlements, judgments, or awards resulting therefrom. The Contractor's obligations under this section shall survive the termination or expiration of this Agreement.

2. Dispute Resolution Process (Supersedes provision number 6, Disputes, of Exhibit C)

As a condition precedent to Contractor's right to institute and pursue litigation or other legally available dispute resolution processes, if any, Contractor agrees that all disputes and/or claims of Contractor arising under or related to the Agreement shall be resolved pursuant to the following process. This process is only available for disputes and/or claims by Contractor against CDCR/CCHCS and is not available for any disputes or claims by or on behalf of its providers.

Contractor's failure to comply with said dispute resolution procedures shall constitute a failure to exhaust administrative remedies.

Pending the final resolution of any such contract disputes, including network start-up cost(s)/service fee(s), or claim issues, Contractor agrees to proceed with the performance of the Agreement, including the delivering of goods or providing of services. Contractor's failure to diligently proceed shall constitute a material breach of the Agreement.

The Agreement shall be interpreted, administered, and enforced according to the laws of the state of California. The parties agree that any suit brought hereunder shall have venue in Sacramento, California. The parties are hereby waiving any claim or defense that such venue is not convenient or proper.

a. Contract Disputes

(1) Verbal Inquiry

Contractor and the CCHCS Direct Care Contracts Section (DCCS) shall first attempt in good faith to resolve the dispute or claim by informal discussion(s). The parties agree that the DCCS Contract Manager shall be used as a resource in resolving potential contract disputes. Contractor shall contact the DCCS Help Desk at: (916) 691-0698 with any questions or clarifications regarding contracts or dispute process. The outcome of the Verbal Inquiry shall be documented in writing (i.e., via email, fax, or letter) by the program, institution contract liaison or designee, or DCCS and sent to all affected parties.

(2) Informal Appeal

If the dispute or claim is not resolved to Contractor's satisfaction at the Verbal Inquiry level, Contractor may file a written Informal Appeal to the DCCS Chief within 30 calendar days following the date of the determination from the Verbal Inquiry. The written Informal Appeal shall specify: the issue(s) of dispute, legal authority or other basis for Contractor's position, supporting evidence including documentation of prior informal discussions between Contractor and CCHCS regarding the issue, and remedy sought, with the DCCS Chief at the following address:

California Correctional Health Care Services
Direct Care Contracts Section
Attn: Informal Appeal, DCCS Chief
PO Box 588500, Building D
Elk Grove, CA 95758

The DCCS Chief or designee shall issue a written decision in response to Contractor's Informal Appeal within 15 calendar days of receipt of the Informal Appeal. The written decision shall either:

(a) Document the dispute settlement and what, if any, conditions were reached; or

(b) Document the reason(s) the dispute could not be resolved informally and provide notification to Contractor of its option to file a Formal Appeal within 30 calendar days of the date of the written decision.

(3) Formal Appeal – Administrative Resolution

If the dispute or claim is still not resolved to Contractor's satisfaction at the Informal Appeal level, Contractor may file a written Formal Appeal, within 30 calendar days following the date of the determination from the Informal Appeal, with the CCHCS Health Care Contracts and Claims Management Branch (HCCCMB) Assistant Deputy Director at the following address:

California Correctional Health Care Services
HCCCMB
Attn: Formal Appeal, Assistant Deputy Director
PO Box 588500, Building D
Elk Grove, CA 95758

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

The CCHCS HCCCMB Assistant Deputy Director or designee shall make a determination on the issue and respond in writing within 30 calendar days of receipt of the Formal Appeal, indicating the written decision. Contractor shall be notified if an extension of time is necessary.

(4) Further Resolution

If the dispute is not resolved by the Formal Appeal process to Contractor's satisfaction, or Contractor has not received a written decision from CCHCS within 30 calendar days, or other mutually agreed upon extension, Contractor may thereafter pursue its right to institute other dispute resolution process(es), if any, available under the laws of the State.

b. Billing Disputes

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

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

The Agreement shall be interpreted, administered, and enforced according to the laws of the state of California. The parties agree that any suit brought hereunder shall have venue in Sacramento, California. The parties hereby waive any claim or defense that such venue is not convenient or proper.

(1) Final Payment

Upon issuance of final payment Contractor shall release CDCR/CCHCS from all claims, demands, and liability to Contractor for all acts or omissions of CDCR/CCHCS and others relating to or arising out of this work, except for any claim previously accepted and/or in the process of resolution. However, CDCR/CCHCS' issuance of payments generally, or of the final payment specifically, shall not waive CDCR/CCHCS' right to seek recovery of overpayments in the manner set forth in this Agreement.

(2) Invoice/Claim Payment Inquiry

Contractor shall contact the CCHCS Healthcare Invoicing Section (HIS) Help Desk at (916) 691-0699 or via email at m_HISProgramSupport@cdcr.ca.gov with any questions or clarifications regarding the health care invoice/claim submittal or dispute process. The parties shall make a first attempt in good faith to resolve the dispute or question by informal/verbal discussion(s). The parties agree that HIS should be used as a resource in resolving potential CDCR/CCHCS patient health care invoice/claim disputes. If the dispute or claim is not resolved at the Invoice/Claim Payment Inquiry level as referenced in Exhibit B – Budget Detail and Payment Provisions of the Agreement, Contractor may proceed with the First Level Appeal process outlined below.

(3) First Level Appeal

For disagreements regarding claim payments, or claim denials by HIS for a claim billed under the Agreement, Contractor may file a First Level Appeal for the Invoice/Claim, with the HIS Appeals Team at the email address HISAppealSupport@cdcr.ca.gov. If an appeal is unable to be submitted by email, it can be mailed to the following address:

California Correctional Health Care Services
HCCCMB
Attn: Post Payment Support Team
PO Box 588500, Building D-2
Elk Grove, CA 95758

The First Level Appeal must be sent with the completed Appeal Request Form, along with all relevant justification and any supporting documentation necessary to support the appeal. An electronic copy of the form can be found at https://cchcs.ca.gov/contact. All applicable fields within the form must be completed to avoid return of the appeal and delayed processing. If an appeal is submitted without the Appeal Request Form, the appeal will not be reviewed and will be rejected.

The Appeals Team shall review and process the First Level Appeal for payment or non-payment. If the review results in approval and determines that CCHCS owes additional compensation, the Appeals Team shall facilitate the reimbursement. If the review results in a denial and determines that CCHCS owes no additional compensation, the Appeals Team shall issue a written decision to Contractor via email explaining the payment denial within 30 calendar days of receipt of the appeal. If the review determines that Contractor was overpaid, the HIS Post Payment Support Team will be notified and may issue a refund recovery request to the Contractor within 60 calendar days. CCHCS, in its sole discretion, may recover overpayments in the manner set forth in Section58, Quality Assurance and Financial Audits/Reviews of this exhibit.

(4) Second Level Appeal

If the dispute or claim is still not resolved to Contractor's satisfaction at the First Level Appeal level, Contractor may file a written Second Level Appeal using the Appeal Request Form providing

additional relevant justification and any supporting documentation necessary to support the appeal. All applicable fields within the form must be completed to avoid return of the appeal and delayed processing. An electronic copy of the form can be found at https://cchcs.ca.gov/contact. If an appeal is submitted without the Appeal Request Form, the appeal will not be reviewed and will be rejected. The Second Level Appeal can be sent to the HIS Supervisor II at HISAppealSupport@cdcr.ca.gov. If the appeal is unable to be submitted via email, it may be mailed to the following address:

California Correctional Health Care Services
HCCCMB
Attn: Post Payment Support Team Supervisor II
PO Box 588500, Building D-2
Elk Grove, CA 95758

The HIS Supervisor II or designee shall issue a written decision in response to Contractor's Second Level Appeal within 30 calendar days of receipt of the Second Level Appeal. The written decision shall either:

(a) Document the dispute settlement and what, if any, conditions were reached; or

(b) Document the reason(s) the dispute could not be resolved and provide notification to Contractor of its option to file an Administrative Resolution request within 30 calendar days of the date of the written decision.

(5) Administrative Resolution

If the dispute or claim is still not resolved to Contractor's satisfaction at the Second Level Appeal level, Contractor may file a written Administrative Resolution using the Appeal Request Form along with all relevant additional justification and any supporting documentation necessary to support the appeal. An electronic copy of the form can be found at https://cchcs.ca.gov/contact. All applicable fields within the form must be completed to avoid return of the appeal and delayed processing. If an appeal is submitted without the Appeal Request Form, the appeal will not be reviewed and will be rejected. The Administrative Resolution request can be sent to the HIS Chief at HISAppealSupport@cdcr.ca.gov. If the appeal is unable to be submitted via email, it may be mailed to the following address:

California Correctional Health Care Services
HCCCMB
Attn: Assistant Deputy Director
PO Box 588500, Building D-2
Elk Grove, CA 95758

The Administrative Resolution request must include a written certification signed by a knowledgeable company official under the penalty of perjury according to the laws of the state of California pursuant to CCP Section 2015.5 that the dispute, claim, or demand is made in good faith, and that the supporting data is accurate and complete. If an Agreement adjustment is requested, the written certification shall further state under penalty of perjury that the relief requested accurately reflects the Agreement adjustment for which CCHCS is responsible.

The CCHCS HCCCMB Assistant Deputy Director shall make a determination on the issue and respond, in writing, within 30 calendar days of receipt of the Administrative Resolution request, indicating the written decision. Contractor shall be notified if an extension of time is necessary.

c. Utilization Management Reviews

(1) CDCR/CCHCS reserves the right to inspect, monitor, and perform utilization reviews prospectively, concurrently, or retrospectively, regarding the courses of medical treatment or hospitalization provided to CDCR/CCHCS patients when performed by Contractor and its providers. CDCR/CCHCS may delegate this right to another State agency or party. Such reviews shall be undertaken to determine whether the course of treatment or services had prior authorization and were medically necessary. The utilization and performance of direct health care services to CDCR/CCHCS patients must be in accordance with applicable state law for patient health care, as well as any CCHCS practice guidelines, including the Health Care Department Operations Manual (HCDOM), California Code of Regulations (CCR), Title 15, Division 3, Chapter 1, Subchapter 4, Articles 8 and 9 and CCR, Title 15, Division 3, Chapter 2, and be in accordance with the applicable standard of care.

(2) CCHCS utilizes InterQual® Care Planning Criteria, published by McKesson Health Solutions, LLC or OPTUM, to the extent, not inconsistent with the previously cited requirements, guidelines, and standards. Requests for InterQual® criteria should be directed to CCHCS Utilization Management (UM) at: um@cdcr.ca.gov. HCDOM is available at the following link: https://www.cdcr.ca.gov/hcdom/dom/.

(a) Contractor is required to use InterQual® evidence-based criteria for all decisions on level of care and admission determinations and shall ensure that the most up to date InterQual® guidelines are consistently applied in accordance with industry standards and regulatory requirements. Failure to use InterQual® could result in a disruption of claims processing.

i. Contractor must maintain continuous access to the most current InterQual® guidelines.

(b) Contractor must follow Centers for Medicare & Medicaid Services (CMS) Medicare rules and fee schedule. Failure to follow these guidelines could result in a disruption of claims processing.

(c) Contractor must follow nationally recognized medical associations, specialty societies, and accreditation bodies (e.g., American Medical Association, American Hospital Association, American College of Physicians) as applicable determined by CDCR/CCHCS.

(d) Contractor must follow Federal and state regulatory requirements applicable to medical claims.

(e) Contractor must follow industry-standard auditing practices and methodologies accepted by the Centers for Medicare & Medicaid Services (CMS) or other comparable oversight entities. Failure to follow these guidelines could result in a disruption of claims processing.

(3) Contractor agrees to make available to CDCR/CCHCS for purposes of utilization review, an individual CDCR/CCHCS patient's medical record upon request from a CDCR/CCHCS UM physician or UM nurse. Contractor agrees that Contractor's discharge protocols may not be applicable to all CDCR/CCHCS cases and that discharge determinations shall be with the concurrence of the CDCR/CCHCS' attending physician.

(4) Contractor acknowledges and agrees to inform its providers that UM decisions shall not be deemed a substitute for the independent judgment of the treating physician or preclude treatment but shall be cause for denial of compensation for such treatment or hospitalization found to be inappropriate, whether identified through prospective, concurrent, or retrospective utilization review.

(5) Contractor acknowledges and agrees that concurrent UM reviews shall not operate to prevent or delay the delivery of emergency medical treatment.

d. Utilization Management Appeals

If Contractor disagrees with the UM review of a claim that results in a denial or disallowance of a billed service, Contractor agrees to pursue resolution by sequentially following the steps described below. Each party involved in an appeal shall act quickly so that the appeal may be resolved promptly. Every effort should be made to complete the action within the time limits contained in the appeal process. However, with the mutual consent of the parties, the time limitation for any step may be extended. If there has not been a mutually agreed upon time extension, failure to respond to the appeal within the specified time frames shall allow the appellant to file an appeal at the next level. If this occurs, the higher level shall respond to the appeal and may not return it to a lower level.

(1) UM Claim Payment Inquiry

Contractor shall contact the HIS Help Desk at (916) 691-0699 or via email at m_HISProgramSupport@cdcr.ca.gov with any questions or clarifications regarding UM invoice/claim submittal or dispute process. The parties shall make a first attempt in good faith to resolve the dispute or question by informal discussion(s). The parties agree that HIS should be used as a resource in resolving potential CDCR/CCHCS patient UM invoice/claim disputes. If the dispute or claim is not resolved at the UM Claim Payment Inquiry level, Contractor may proceed with the First Level UM Claim Appeal process outlined below.

(2) First Level UM Claim Appeal

If the dispute or claim is still not resolved to Contractor's satisfaction at the UM Claim Payment Inquiry level, Contractor may file a written First Level UM Claim Appeal, within 30 calendar days following the date of the determination from the UM Claim Payment Inquiry, with the HIS UM Appeals Team at the following email address: HISAppealSupport@cdcr.ca.gov. If the appeal is unable to be submitted via email, it may be mailed to the following address:

California Correctional Health Care Services
HCCCMB
Attn: Post Payment Support Team
PO Box 588500, Building D-2
Elk Grove, CA 95758

The First Level UM Appeal shall be sent with the Appeal Request Form along with all relevant additional supporting documentation necessary to support the appeal. An electronic copy of the form can be found at https://cchcs.ca.gov/contact. All applicable fields within the form must be completed to avoid return of the appeal and delayed processing. If an appeal is submitted without the Appeal Request Form, the appeal will not be reviewed and will be rejected. The HIS Post Payment Support Team will evaluate the appeal and issue a written response within thirty (30) calendar days of receipt of the First Level UM Claim Appeal.

(3) Second Level UM Claim Appeal

If the dispute or claim is still not resolved to Contractor's satisfaction at the First Level UM Claim Appeal level, Contractor may file a written Second Level UM Claim Appeal, within 30 calendar days following the date of the determination from the First Level UM Claim Appeal, with the HIS Supervisor II at HISAppealSupport@cdcr.ca.gov. All applicable fields within the form must be completed to avoid return of the appeal and delayed processing. The Second Level UM Appeal must be sent with the Appeal Request Form along with all relevant additional supporting documentation necessary to support the appeal. An electronic copy of the form can be found at https://cchcs.ca.gov/contact. If an

appeal is submitted without the Appeal Request Form, the appeal will not be reviewed and will be rejected. If an appeal is unable to be submitted by email, it can be mailed to the following address:

California Correctional Health Care Services
HCCCMB
Attn: Post Payment Support Team Supervisor II
PO Box 588500, Building D-2
Elk Grove, CA 95758

The HIS Supervisor II or designee shall issue a written decision in response to Contractor's Second Level UM Claim Appeal within 30 calendar days of receipt of the Second Level UM Claim Appeal. The written decision shall either:

(a) Document the dispute settlement and what, if any, conditions were reached; or

(b) Document the reason(s) the dispute could not be resolved and provide notification to Contractor of its option to file an Administrative Resolution UM Claim Appeal within 30 calendar days of the date of the written decision.

(4) Administrative Resolution UM Claim Appeal

If the dispute or claim is still not resolved to Contractor's satisfaction at the Second Level UM Claim Appeal level, Contractor may file a written Administrative Resolution UM Claim Appeal, within 30 calendar days following the date of the determination from the Second Level UM Claim Appeal, with the CCHCS HIS Assistant Deputy Director at the following email address: HISAppealSupport@cdcr.ca.gov. All applicable fields within the form must be completed to avoid return of the appeal and delayed processing. The Administrative Level UM Appeal must be sent with the Appeal Request Form along with all relevant additional supporting documentation necessary to support the appeal. An electronic copy of the form can be found at https://cchcs.ca.gov/contact. If an appeal is submitted without the Appeal Request Form, the appeal will not be reviewed and will be rejected. If the appeal is unable to be submitted via email, it may be mailed to the following address:

California Correctional Health Care Services
HCCCMB
Attn: Assistant Deputy Director
PO Box 588500, Building D-2
Elk Grove, CA 95758

The UM Claim Appeal for Administrative Resolution shall include a written certification signed by a knowledgeable company official under the penalty of perjury according to the laws of the state of California pursuant to CCP Section 2015.5 that the dispute, claim, or demand is made in good faith, and that the supporting data is accurate and complete. If an Agreement adjustment is requested, the written certification shall further state under penalty of perjury that the relief requested accurately reflects the Agreement adjustment for which CCHCS is responsible.

The CCHCS HIS Assistant Deputy Director shall provide written determination on the issue and respond within 30 calendar days of receipt of the Administrative Resolution UM Claim Appeal, indicating the written decision. Contractor shall be notified if an extension of time is necessary.

e. Further Resolution

If the dispute is not resolved to Contractor's satisfaction, or Contractor has not received a written decision from CCHCS within 30 calendar days, or other mutually agreed upon extension, Contractor may

thereafter pursue its right to institute other dispute resolution process(es), if any, available under the laws of the state of California.

f. Limitation of Scope of Process

The dispute process set forth in Section 2, Dispute Resolution Process provision is not applicable for contracts that have been terminated in accordance with Section 3, Right to Terminate provision of this exhibit.

g. Changes to Contact Names and Addresses

CDCR/CCHCS may change the name or address of any person or entity noted in Section 2, Dispute Resolution Process provision by providing notice in the manner provided in this Agreement, and any such change shall not require a written amendment to this Agreement.

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

a. Termination of Agreement without Cause

CDCR/CCHCS and/or Contractor may terminate this Agreement without cause by giving no less than 30 calendar days written notice to the other party. Any such termination shall be delivered via email, certified mail, or by mail via the United States Postal Service specifying the date upon which such termination becomes effective.

Notwithstanding provisions in this Agreement to the contrary, if the basis for termination without cause is the provision of services by a health care network provider, including but not limited to health plan, preferred provider organization, or other health care network manager, CDCR/CCHCS may terminate this Agreement without cause and will notify Contractor in writing when doing so.

b. Termination of Agreement for Cause

Immediate Termination

CDCR/CCHCS may immediately terminate this Agreement under any circumstances that CDCR/CCHCS determines in good faith to be a breach by Contractor of its obligations under the Agreement, including its duty to maintain organizational and financial resources in a manner reasonably likely to facilitate Contractor's current and on-going compliance with the terms of the Agreement. Examples of breaches that justify termination of the Agreement include but are not limited to the following:

(1) If CDCR/CCHCS determines that management practices adopted by Contractor or the current financial condition of Contractor interfere with the delivery of services or reduce the quality of such services.

(2) If CDCR/CCHCS determines that Contractor is failing to maintain sufficient resources to perform under the Agreement successfully. This includes but is not limited to having providers in sufficient numbers and with the skills required who are willing to provide services under the Agreement.

(3) If CDCR/CCHCS determines, based on reliable and factual information, that Contractor's actions place CDCR/CCHCS at risk for claims against CDCR/CCHCS.

(4) If CDCR/CCHCS determines there is a substantial probability that Contractor is unable to render health care services to CDCR/CCHCS patients.

(5) If CDCR/CCHCS determines that any state or federal regulatory and/or law enforcement agency has taken any enforcement action (administrative or otherwise) against Contractor, including but not limited to any investigation of Contractor or its providers.

(6) If CDCR/CCHCS determines that the institution is experiencing difficulty in securing treatment from Contractor.

(7) If CDCR/CCHCS determines that Contractor has failed to meet the terms, conditions and/or responsibilities of the Agreement.

(8) If CDCR/CCHCS determines that the services rendered were below the applicable standards of care.

c. Termination for Insolvency

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

d. Supporting Documentation

CDCR/CCHCS may require Contractor to disclose any information that CDCR/CCHCS deems necessary to determine compliance with the requirements of this Agreement, including but not limited to certified financial statements, documentation reflecting Contractor's ability to immediately provide substitute providers, and documentation reflecting Contractor's ability to comply with the indemnification requirements of this Agreement. If such information is required, Contractor will be notified and will be permitted five (5) State business days to submit the information requested. Failure to provide the requested information may be grounds for termination of the Agreement for cause.

e. Obligations Upon Termination

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

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

(1) Deliver to CDCR/CCHCS a full accounting of the status of claims.

(2) Deliver to CDCR/CCHCS all property and documents of CDCR/CCHCS that are in the custody of Contractor and its providers.

(3) Deliver to CDCR/CCHCS all reports required from this Agreement.

Despite termination, Contractor, or its solvent entity, or administrator shall report to the requested party on demand an update of the information in (1), (2), and (3) above, and any other relevant information requested by CDCR/CCHCS.

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

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

Upon the termination of this Agreement for cause, all damages, losses, and costs to CDCR/CCHCS, which flow from the breach, shall be deducted from any payments due to Contractor hereunder and the balance, if any, shall be paid to Contractor.

f. Alternative Arrangements Upon Termination

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

Assurances Upon Termination

Upon notification of termination of this Agreement for any reason whatsoever, Contractor shall cooperate fully with CDCR/CCHCS to effectively and orderly transition CDCR/CCHCS patients to another facility. The foregoing shall include, without limitation, attending such post-termination meetings as shall be reasonably requested by CDCR/CCHCS.

g. Governing Forum and Venue

This Agreement shall be interpreted, administered, and enforced according to the laws of the state of California (without regard to any conflict-of-laws provision), except as preempted by federal law. Forum for any suit brought hereunder shall be in California, and the venue for any suit brought hereunder shall be in the state or federal courts sitting in the County of Sacramento, California; the parties hereby waiving any claim or defense that such forum or venue is not convenient or proper. Each party agrees that any such court shall have in *personam* jurisdiction over it and consents to personal jurisdiction for this purpose in the forum chosen by the plaintiff bringing the action.

4. Remedies Other Than Termination

Notwithstanding other provisions of this Agreement, and in the sole discretion of CDCR/CCHCS, CDCR/CCHCS reserves the right to take the following actions in response to Contractor's failure to comply with the terms and conditions outlined in Exhibit A – Scope of Work, in-lieu of exercising its rights referenced in Section 3, Right to Terminate provision of this exhibit, when CDCR/CCHCS deems these remedies more appropriate:

a. Withhold payment for specified services.

b. Suspend a Contractor from providing services for a specified period.

CDCR/CCHCS reserves the State's right to execute the remedies under provisions 4a. and 4b. above, if the failure constitutes a material breach of this Agreement and if Contractor does not cure such failure within the timeframe stated in the State's corrective action plan, which in no event shall be less than 15 calendar days, unless the Exhibit A – Scope of Work, in CDCR/CCHCS' sole discretion, necessitates a shorter period.

5. Stop Work

a. CDCR/CCHCS, at any time, may issue a notice to suspend performance or stop work under this Agreement. The initial notification shall be a written directive issued by CDCR/CCHCS. Upon receipt of said notice, Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.

b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended, estimated timeframe of suspension, and how to proceed will be outlined in the initial notification. The resumption of work (in whole or part) will be at CDCR/CCHCS' discretion and upon receipt of written confirmation.

(1) Upon receipt of a suspension or stop work notification, Contractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.

(2) In the sole discretion of CDCR/CCHCS, within 60 calendar days or more of the issuance of a suspension or stop work notification, as outlined in the initial notification, CDCR/CCHCS shall either:

(a) Cancel, extend, or modify the suspension or stop work notification; or

(b) Terminate the Agreement as provided in Section 3, Right to Terminate provision of this exhibit.

c. If a suspension or stop work notification issued under this clause is cancelled or the period of suspension or any extension thereof is modified or expires, Contractor may resume work only upon written concurrence of CDCR/CCHCS.

d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.

e. If a notice to suspend performance or to stop work is issued and not cancelled, and after such issuance, this Agreement is terminated pursuant to Section 3, Right to Terminate provision of this exhibit, CDCR/CCHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.

f. CDCR/CCHCS shall not be liable to Contractor for loss of profits because of any suspension or stop work notification issued under this clause. For any service by Contractor or its providers provided under this Agreement prior to the effective date of a notice to suspend or stop work, CDCR/CCHCS shall review those services to confirm they meet the terms of the Agreement and shall in good faith make a determination whether payment is warranted.

6. Approval

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services (DGS), if required. Contractor may not commence performance until such approval has been obtained.

7. Computer Software Management Memo

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

8. Liability for Non-Conforming Work

Contractor will be fully responsible for ensuring that the completed work conforms to the agreed terms. CDCR/CCHCS, in its sole discretion, may use any reasonable means to cure any non-conformity. Contractor shall be responsible for reimbursing CDCR/CCHCS for any additional expenses incurred to cure such defects.

9. Liability for Loss and Damages

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

10. Temporary Non-Performance

If for any reason Contractor is temporarily unable to perform/provide the services as required, CDCR/CCHCS, during the period of Contractor's actual or reasonably anticipated inability to perform, has and can use its right to obtain replacement or supplemental services of the same type, by any reasonable and/or necessary means. Upon notice by CDCR/CCHCS to Contractor of the details and costs incurred in obtaining any such replacement or supplemental services, Contractor shall promptly reimburse CDCR/CCHCS for such costs. CDCR/CCHCS has the alternative option of recovering such costs by withholding the same from any amounts still due from CDCR/CCHCS to Contractor under the Agreement. For purposes of this section, "temporarily unable" means an inability of Contractor to provide the contracted services, lasting for at least one (1) calendar day. If Contractor is unable to perform for five (5) calendar days or more, consecutively or cumulatively, CDCR/CCHCS may consider the non-performance to be a breach of contract and take any appropriate action, which could include termination of the Agreement for failure to perform.

11. Accounting Principles/No Dual Compensation

Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; Contractor cannot receive simultaneous compensation from two (2) or more funding sources for the same services performed even though both funding sources could benefit.

12. Subcontractor/Provider

Contractor is required to identify all subcontractors or service providers who will, on behalf of or as arranged by or through Contractor, perform labor or render services in the performance of this Agreement. Additionally, Contractor shall notify CDCR/CCHCS within ten (10) State business days of any changes to the subcontractor/provider information.

13. Contractors/Providers/Employees of Contractor/Independent Contractors/Subcontractors Compliance with All Laws

Contractor shall be familiar with and agree to follow all requirements of this Agreement and all federal, state, and local statutes and regulations applicable to performance of this Agreement. Contractor shall also ensure that providers are familiar with and agree to follow all requirements of this Agreement and all federal, state, and local statutes and regulations applicable to performance of this Agreement.

Although Contractor and its providers are independent contractors, not employees, of CDCR/CCHCS, or the State, Contractor agrees that, due to the close proximity among CDCR/CCHCS employees, providers, and

CDCR/CCHCS patients, providers performing services on the grounds of an institution shall adhere to the same requirements for CDCR/CCHCS employees as set forth in the CCR, Title 15, Division 3, Chapter 1, Subchapter 5, Article 2.

14. Independent Contractor

Contractors, Subcontractors, and providers in performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of CDCR/CCHCS, or the State.

15. Expatriate Corporations

Contractor shall be eligible to contract with CDCR/CCHCS and shall not be an expatriate corporation or a subsidiary of an expatriate corporation as set forth in Public Contract Code (PCC) Sections 10286 and 10286.1.

16. Provider (CDCR/CCHCS Approval/Disapproval of Contractor's Provider)

Contractor has the sole responsibility to find and provide the providers it needs to meet its obligations under this Agreement.

a. It is hereby agreed that CDCR/CCHCS has the following rights to be exercised in CDCR/CCHCS' sole discretion:

(1) The right to approve or disapprove the initial or continuing use of any provider proposed to CDCR/CCHCS by Contractor in advance of such provider being used to render services to CDCR/CCHCS under the Agreement; it is agreed that no such provider shall render services without advance approval by CDCR/CCHCS.

(2) The right to disapprove the initial or continuing use of Contractor's provider due to them violating the terms of this Agreement.

(3) The right to disapprove the initial or continuing use of Contractor's provider when they violate CDCR/CCHCS custody and/or safety requirements and rules, along with having criminal convictions, actions pending, and/or in-process.

(4) The right to disapprove the initial or continuing use of Contractor's provider who has been terminated from or in the process of being terminated from a federal, state, county, or local agency due to disciplinary reasons as an employee.

(5) The right to disapprove the initial or continuing use of Contractor's provider due to them having been released from providing contracted services with another federal, state, county, or local agency for violating the terms of the contracts, licensure suspensions, pending licensure actions, fraudulent medical billing, poor patient outcomes documented, and/or failure to perform services as needed.

(6) The right to request a specific provider for a specific service or patient need. Such a request is not binding on Contractor, and Contractor's inability to accommodate such a request will not be considered a breach of the Agreement.

(7) The right to require Contractor to provide a substitute provider for one either unavailable or disapproved.

(8) The right to approve Contractor's substitution of provider, whether substitution was initiated by CDCR/CCHCS or Contractor, prior to the substitute provider commencing work.

(9) Based on the reason for disapproval of Contractor's provider, CDCR/CCHCS reserves the right to request the removal be made on a temporary and/or permanent basis and for an individual institution and/or statewide institution basis. The determination for length of time and location(s) will be provided to Contractor by the CCHCS Direct Care Contracts Section.

b. CDCR/CCHCS may approve or reject a Contractor's provider, as determined by the Chief Executive Officer, Chief Medical Executive, Headquarters Direct Care Contracting staff, or their designee. Reasons may be submitted verbally or in writing. Contractors should track disapproval reasons to monitor and improve their provider submission processes, reducing future disapprovals.

If any approved provider of Contractor is unable to perform, even if due to factors beyond Contractor's control, Contractor shall timely offer substitute provider(s) to CDCR/CCHCS.

c. Contractor shall immediately report in writing to CDCR/CCHCS the resignation, dismissal, or other unavailability of any providers whose unavailability has the potential to impede Contractor's full and timely compliance with the Agreement. Contractor's report shall include a description of the manner in which it has filled those positions or intends to fill them in a manner that minimizes the risk of Contractor's non-compliance with the Agreement. CDCR/CCHCS may immediately terminate the Agreement if, in its sole discretion, it concludes that Contractor's staffing plan or actions renders it unable to satisfactorily meet its obligations under the Agreement.

d. Contractor shall notify CDCR/CCHCS immediately of any changes to its providers performing services under the contract to reduce and eliminate any untimely service interruptions or CDCR/CCHCS patient care disruption. In addition, upon a provider's departure or release, Contractor shall recover and return any State-issued identification provided to Contractor's providers to the institution where services were last performed or mailed to the DCCS at the following address:

California Correctional Health Care Services
Direct Care Contracts Section
PO Box 588500, Building D
Elk Grove, CA 95758

17. Restricted Employment Areas

a. Ex-offenders shall not be hired or assigned work in areas which provide access to:

(1) Any records pertaining to free staff.

(2) Sensitive personal or medical information on CDCR/CCHCS patients.

b. These areas include but are not limited to the following:

(1) Medical

(2) Personnel

(3) Records

(4) Accounting

(5) Data processing

Contractor shall be responsible for all damages associated with breach of this provision.

18. Electronic Waste Recycling

Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Public Resources Code, Division 30, Part 3, Chapter 8.5, Article 1, Section 42460, et seq., relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that substantiate compliance. CDCR/CCHCS' electronic data stored upon any contractor or provider device shall be returned to CDCR/CCHCS immediately and Contractor shall certify that CDCR/CCHCS' data is removed from Contractor's and provider's devices by either degaussing or shredding per National Institute of Standards and Technology (NIST) Special Publication Series 800-88 Revision 1 and National Industrial Security Program Operating Manual (DoD 5220.22-M) and Clearing and Sanitization Matrix based on The National Security Agency Central Security Service NSA/CSS Policy Manual 9-12, "Storage Device Sanitization Manual."

19. Licenses and Permits

Contractor shall be an individual or firm licensed to do business in California and shall obtain, at Contractor's expense, all license(s) and/or permit(s) required by law for Contractor and provider to render any services required in connection with this Agreement.

In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide CDCR/CCHCS with a copy of the renewed license(s) and/or permit(s) within 30 calendar days following the expiration date. In the event Contractor and/or its providers fail to remain in compliance with all required license(s) and/or permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

In the event of any conflict, the requirements set forth elsewhere in this Agreement shall govern over the requirements of this provision.

20. Non-Discrimination Clause

a. During the performance of this Agreement, Contractor and its subcontractors or other providers, shall not unlawfully discriminate, harass, or allow harassment against any existing provider or applicant for employment or work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall ensure that the evaluation and treatment of all such providers and applicants are free from such discrimination and harassment. Contractor shall ensure that all persons or entities involved in providing services via Contractor and this Agreement, shall comply with the provision*s* of the Fair Employment and Housing Act, Government Code (GC) Section 12990 and the applicable regulations promulgated thereunder (CCR, Title 2, § 11000 et seq.). Contractor shall certify compliance with the Unruh Civil Rights Act (California Civil Code Section 51) and the Fair Employment and Housing Act (GC § 12960). The applicable regulations of the Fair Employment and Housing Council implementing GC Section 12990, set forth in CCR, Title 2, Division 4.1, Chapter 5, Subchapter 5, is incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor shall ensure that it and its subcontractor*s* shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

b. Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

21. Child Support Compliance

For any Agreement more than $100,000, Contractor acknowledges in accordance with PCC Section 7110, that:

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

b. Contractor shall fully comply with all requirements for honoring any earnings assignment order against its providers and/or for providing the names of its providers to the New Hire Registry maintained by the California Employment Development Department.

22. Certification Clauses

The Contractor Certification Clauses contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

23. Excise Tax

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

Permits and Certifications from California Department of Tax and Fee Administration

This Agreement shall be subject to all requirements as set forth in Revenue and Taxation Code Sections 6452.1, 6487, 6487.3, 7101, and 18510, and PCC Section 10295.1 requiring suppliers to provide, as applicable, a copy of their seller's permit or certification of registration and, if applicable, the permit or certification of all participating affiliates, issued by California Department of Tax and Fee Administration. Effective January 1, 2004, awarding departments shall obtain, prior to award, copies of the permits or certifications from the proposed awardees. Failure of the supplier to comply by supplying the required permit or certification will cause the supplier's bid response to be considered non-responsive and their bid rejected. Unless otherwise specified in this Agreement, a copy of the seller's permit or certification of registration shall be supplied within five (5) State business days of the request made by the State.

24. Unenforceable Provisions

If any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement remain in full force and effect.

25. Priority Hiring Considerations

If this contract includes services more than $200,000, Contractor shall give priority consideration in filling vacancies in positions funded by the contract to qualified recipients of aid under Welfare and Institutions Code (WIC) Section 11200, et seq. in accordance with PCC Section 10353.

26. Conflict of Interest

Contractor and its providers shall abide by the provisions of GC Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., PCC Sections 10335 et seq., and 10410 et seq., CCR, Title 2,

Sections 18700 et seq., and Title 15, Section 3409, and the CDCR Department Operations Manual (DOM) Section 31100, et seq. regarding conflicts of interest.

a. Contractors and Contractor's Providers Acting in a Consultant Capacity

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

(1) The Agreement service has been identified by CDCR/CCHCS as one where there is a greater likelihood that a conflict of interest may occur; or

(2) Contractor and/or provider, pursuant to the Agreement, makes or influences a governmental decision; or

(3) Contractor and/or provider serves in a staff capacity with CDCR/CCHCS, and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for CDCR/CCHCS that would otherwise be performed by an individual holding a position specified in CDCR/CCHCS' Conflict of Interest Code.

b. Current State Employees

(1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest, of which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

(2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

(3) In addition to the above, officers and employees shall also avoid actions resulting in or creating an appearance of:

(a) Using an official position for private gain.

(b) Giving preferential treatment to any person.

(c) Losing independence or impartiality.

(d) Making a decision outside of official channels.

(e) Affecting adversely the confidence of the public or local officials in the integrity of the program.

(4) Officers and employees shall not solicit, accept, or receive, directly or indirectly, any fee, commission, gratuity, or gift from any person or business organization doing or seeking to do business with the State.

c. Former State Employees

(1) For the two (2) year period from the date he or she left state employment, no former state officer or employee may enter into an Agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the Agreement while employed in any capacity by any state agency.

(2) For the 12 month period from the date he or she left state employment, no former state officer or employee may enter into an Agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Agreement within the 12 month period prior to his or her leaving state service.

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

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

If Contractor violates any provision of the above paragraphs, CDCR/CCHCS in its sole discretion, may immediately terminate this Agreement.

27. Contractor's Obligation to Inform

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

28. Disclosure

Neither the State nor any State employee will be liable to Contractor or its provider for injuries inflicted by CDCR incarcerated persons or parolees of the State. The State agrees to disclose to Contractor any statement(s) known to State staff made by any CDCR incarcerated person or parolee, which indicates

violence may result in any specific situation, and the same responsibility will be shared by Contractor and its providers in disclosing such statement(s) to the State.

29. Security Clearance/Fingerprinting/Live Scan

The State reserves the right to conduct fingerprinting and security clearances through the Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Agreement, to permit Contractor and its provider access to State premises, which includes any CDCR institution. Contractor is responsible for ensuring that Contractor and its providers have completed and submitted all required documents necessary to complete the gate clearance and Live Scan process, prior to commencing services under the Agreement. Contractor and its providers may be required to attend CDCR/CCHCS orientation or training after being gate cleared but shall not render direct health care services to CDCR/CCHCS patients under this Agreement until the CDCR Live Scan process is complete and clearance is obtained. The State reserves the right to terminate the Agreement, reject and/or restrict access of Contractor and its providers, if a threat to security is determined.

30. Non-Eligible Alien Certification

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

Provisions 33 through 38 apply to services provided on departmental and/or institution grounds:

31. Compliance With Requirements of the Americans With Disabilities Act

Notwithstanding any other Act, statute, regulation or policy, affiliate agrees to conform to all practices, procedures, and policies with respect to any and all interactions with CDCR/CCHCS patients who are the intended beneficiary of this Agreement in accordance with the Americans with Disabilities Act and the Armstrong Remedial Plan as ordered by the United States District Court for the Northern District of California in *Armstrong v. Newsom* (Case C94-2307-CW) on January 3, 2001 (filed February 7, 2001), and amended September 9, 2006, September 11, 2007, and December 29, 2014, and with the intent and purpose to avoid and eliminate discrimination against CDCR incarcerated persons, and parolees with disabilities as defined under the Act and guidelines for compliance in accordance with the Armstrong Remedial Plan, provide equal access to care for those defined as qualifying classes of individuals, and ensure effective communication between providers, staff, incarcerated persons, and parolees at all levels of interaction from assessment and triage, emergency, inpatient, outpatient, surgical or other clinically relevant encounters given the particular accommodation needs of CDCR/CCHCS patients who are receiving care under this Agreement.

32. Bloodborne Pathogens

Contractor and its providers shall adhere to the California Division of Occupational Safety and Health (Cal/OSHA) regulations and guidelines pertaining to bloodborne pathogens.

33. Tuberculosis (TB) Testing

In the event that the services required under this Agreement may be performed within an institution, office or community-based program, Contractor and its providers who are assigned to work with, near, or around CDCR/CCHCS patients shall be required to be examined and tested or medically evaluated by a licensed health care provider for TB in an infectious or contagious stage, prior to the performance of contracted duties

and at least once a year thereafter (within 12 months of their initial or previous TB test under this contract), or more often as directed by CDCR/CCHCS.

Contractor and its providers who may have any contact (physical or nonphysical) with CDCR/CCHCS patients, shall be required to furnish to CDCR/CCHCS, at no cost to CDCR/CCHCS, a documented TB evaluation/test for TB infection (Tuberculin Skin Test or a blood test, Interferon Gamma Release Assay) using Tuberculin Skin Test and Evaluation (CDCR 7336), that has been completed within the 30 days prior to the commencement of the contracted duties associated with this Agreement. Each evaluation/test shall certify that Contractor and its providers are free of TB in an infectious or contagious stage by a licensed health care provider, prior to assuming their contracted duties. Contractor is required to provide an updated Tuberculin Skin Test and Evaluation (CDCR 7336) for each provider annually thereafter for the duration of this Agreement.

34. Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Incarcerated Persons

Contractor assumes the obligation to ensure that all of its providers, staff, subcontractors, or associated agents, including its health care service providers, who are expected to work in and around CDCR incarcerated persons are, prior to such work or contact with CDCR incarcerated persons, apprised of the laws, rules, and regulations governing conduct with CDCR incarcerated persons. Individuals who are not employees of CDCR/CCHCS, but who are working in and around CDCR incarcerated persons, who are incarcerated, are to apprise themselves of the laws, rules, and regulations governing conduct in associating with CDCR incarcerated persons. Prior to initial entry onto institution or camp grounds, Contractor will receive a summary of the pertinent rules and regulations regarding conduct when non-departmental employees encounter CDCR incarcerated persons.

By signing this contract, Contractor agrees that if the provisions of the contract require Contractor or its providers to enter an institution, Contractor and its provider shall be made aware of and shall abide by the following laws, rules, and regulations governing conduct in associating with CDCR incarcerated persons.

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

   SOURCE: California Penal Code §§ 5054 and 5058; CCR, Title 15, §§ 3283, 3285, 3289, 3292, and 3415.

b. CDCR does not recognize hostages for bargaining purposes. CDCR has a “NO HOSTAGE” policy and all incarcerated persons, visitors, nonemployees, and employees shall be made aware of this.

   SOURCE: California Penal Code §§ 5054 and 5058; CCR, Title 15, §§ 3304.

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

   SOURCE: California Penal Code §§ 2601, 5054, and 5058; CCR, Title 15, §§ 3173, 3267, 3288, 3289, and 3292.

d. Persons normally permitted to enter an institution, or camp, may be barred for cause by the CDCR Secretary, Director of Division of Adult Institutions (DAI), Warden, Regional Parole Administrator, and/or their designee.

SOURCE: California Penal Code §§ 2086, 5054, and 5058; CCR, Title 15, §§ 3283, and 3289.

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

   SOURCE: California Penal Code §§ 602, 4570.5, and 4571; CCR, Title 15, §§ 3173, 3283, and 3289.

f. Encouraging and/or assisting CDCR incarcerated persons to escape are a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions or camp premises. It is illegal to give CDCR incarcerated persons firearms, explosives, alcoholic beverages, wireless communication devices or components thereof, tobacco products, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana.

   SOURCE: California Penal Code §§ 2772, 2790, 4535, 4550, 4573, 4573.5, 4573.6, 4574, 4576, and 5030.1; CCR, Title 15, §§ 3172.1, 3188, and 3292.

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

   SOURCE: California Penal Code §§ 2540, 2541, and 4570; CCR, Title 15, §§ 3010, 3399, 3401, 3424, and 3425.

h. In an emergency, the visiting program and other incarcerated person program activities may be suspended by the Warden or designee.

   SOURCE: California Penal Code §§ 2086 and 2601; CCR, Title 15, §§ 3383.

i. For security reasons, volunteers, media, contractors, dignitaries, and guests shall not wear clothing that in any way resembles State-issued incarcerated person clothing (blue denim shirts, blue denim pants).

   SOURCE: CCR, Title 15, §§ 3174 and 3349.2.3(g) (3) (B).

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

   SOURCE: CCR, Title 15, §§ 3261.5.

k. End of Life Option Act: Prohibited Activities

   Regarding CDCR/CCHCS patients, all participation in activities under the End of Life Option Act, i.e., related to patients accessing aid-in-dying drugs, is prohibited. CDCR/CCHCS shall not participate in or allow its employees, independent contractors, or other persons or entities, including other health care providers, to participate in activities under the End of Life Option Act, on premises owned or under the management or under direct control of CDCR, or while acting within the course and scope of any employment by, or contract with, CDCR or CCHCS. Consistent with this policy, patients shall not be permitted access to aid-in-dying drugs under the End of Life Option Act. CCHCS shall continue to offer patients end of life care, including counseling, hospice, and palliative care.

SOURCE: California Health and Safety Code, Division 1, Part 1.85, Section 443, et seq.; CCHCS, HCDOM, Chapter 3, Article 1, Section 3.1.17, Palliative Care and Treatment; CCHCS, HCDOM, Chapter 2, Article 1, Section 2.1.5 End of Life Option Act: Exemption.

35. Prison Rape Elimination Policy

CDCR/CCHCS is committed to providing a safe, humane, secure environment, and free from sexual misconduct. This will be accomplished by maintaining a program to ensure education/prevention, detection, response, investigation and tracking of sexual misconduct, and to address successful community re-entry of the victim. CDCR/CCHCS shall maintain zero tolerance for sexual misconduct in its institutions or camps and for all offenders under its jurisdiction. All sexual misconduct is strictly prohibited.

Contractor shall ensure that it and all its providers, with respect to any proposed or actual work for CDCR/CCHCS, know and comply with the Prison Rape Elimination Policy, which can be found in the DOM, Chapter 5, Article 44.

Contractor and its providers performing services on-site at institutions or camps are responsible for reviewing the Health Care On-Site Contractor's Orientation handbook (Handbook) and signing the Self-Certification Acknowledgement at the end of the Handbook. The Handbook may be located on the internet at the following link:

https://cchcs.ca.gov/project_rfp/

Contractor and its providers shall provide a copy of the Self-Certification Acknowledgment to all institutions, for which Contractor or its providers are contracted to provide services. By signing the acknowledgement, Contractor and its providers are acknowledging the Prison Rape Elimination Policy Requirements as part of the orientation self-certification. A copy of the acknowledgement shall be maintained by Contractor and presented upon request by CDCR/CCHCS.

36. Provider's Compliance with Institution Requirements

By entering into this Agreement, Contractor agrees to adhere to the Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Incarcerated persons (previously titled Secretary's Digest of Laws Related to Association with Prison Incarcerated persons), and other bylaws, rules, policies, and procedures that apply to CDCR institutions, maintain all CDCR security measures, and provide a safe work environment at all times. Contractor agrees that, prior to commencing service under this Agreement at an institution, all Contractor's providers shall agree to adhere to these requirements. CDCR/CCHCS shall furnish Contractor with a copy of the Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Incarcerated persons (CDCR 181) upon request. CDCR's rules, policies, and procedures include the following requirements, with which Contractor and its providers shall comply:

a. Required documents to be carried (e.g., license(s), CDCR identification badge, registry identification, if applicable)

b. Incarcerated person security policies and procedures (e.g., no cell phones, pagers, recording devices)

c. Reporting for beginning/ending of shift assignment

d. Uniform or dress code

e. Reporting of personal illness

f. Background investigations, fingerprinting

g. Authorization to be on CDCR premises limited to scheduled work hours or orientation

h. Rules governing gate clearance requirements

i. Administrative and related service provided policies and procedures

j. Infection control

k. Cal/OSHA regulations relating to Bloodborne Pathogens

l. CDCR TB Exposure Control Plan

m. Patient/personal safety relating to fire, electrical hazards, disaster preparedness, hazardous material, equipment safety and management, Safe Drinking Water and Toxic Enforcement Act of 1986, Employee Right to Know, Advanced Directives and Patient's Rights

n. Sexual Harassment

o. Workplace Violence Prevention Program (WVPP) Zero Tolerance Policy

p. Use of Force

Contractor and its providers shall comply with all requirements noted above.

Contractor and its providers may be required to attend an orientation class to review these requirements, as determined by CDCR/CCHCS, upon execution of this agreement.

Gate Clearance

Contractor and its providers shall be cleared prior to providing services. Contractor will be required to complete a Request for Gate Clearance for all its providers and other persons entering the institution at a minimum of ten (10) State business days prior to commencement of service. The Request for Gate Clearance shall include the person's name, social security number, valid state driver's license number or state identification card number, and date of birth. Information shall be submitted to the institution contract liaison or his/her designee. CDCR/CCHCS may use the Request for Gate Clearance to run a California Law Enforcement Telecommunications System check and/or Live Scan. The check will include Department of Motor Vehicles check, Wants and Warrants check, and Criminal History check.

Gate clearance and/or Live Scan may be denied for the following reasons including but not limited to: non-disclosure of pertinent information to background check; individual's presence in the institution presents a serious threat to security; individual has been charged with a serious crime committed on institution property; inadequate information is available to establish positive identity of prospective individual; individual has deliberately falsified his/her identity; and/or the individual has not complied with any other requirement of this Agreement.

CDCR/CCHCS may deny gate clearance for Contractor or its provider or decline Contractor or its provider from being allowed to provide services, at one or more institutions. A determination to deny access to one or more institution under this Agreement may, in the sole discretion of CDCR/CCHCS, apply to other contracts under which Contractor or its providers render services. CDCR/CCHCS may prepare and disseminate a list of the names of persons whose gate clearance has been denied, via a process to be determined in CDCR/CCHCS' sole discretion. This list shall be a public record.

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

Unless the Agreement contains express language to the contrary, CDCR/CCHCS shall not compensate Contractor for time spent by Contractor or its providers clearing the institution gate, or for time traveling to or from the medical clinic or other location at the institution where health care services are provided.

37. Disabled Veteran Business Enterprise (DVBE)

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

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

38. Amendments

The State reserves the right to extend the Agreement up to an additional 12 months at the same rates and maximum dollar amount per year as the original Agreement and/or amend to increase funding for additional services through an amendment signed by both parties. All agreement amendments are subject to satisfactory performance, funding availability and may require approval from the DGS/OLS.

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understandings or agreements, not incorporated in the Agreement, are binding on any of the parties. CDCR institution executives and staff do not have authority to make oral or written amendments to this Agreement.

39. Assignment

No assignment of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understandings or agreements, not incorporated in the Agreement, are binding on any of the parties. CDCR institution executives and staff do not have authority to make oral or written amendments to this Agreement.

40. Insurance Requirements

CDCR/CCHCS may waive application of portions or all this provision.

CDCR/CCHCS must be listed as an additional insured under the Contractor's insurance during the term of this Agreement, including any amendments. Contractor shall furnish to the State evidence of such coverage, prior to approval of the Agreement and upon request from CDCR/CCHCS during the term of this Agreement, including any amendments. CDCR/CCHCS may, in its sole discretion, change the list of State employees, officials, representatives, or other State-related entities or persons who are certificate holders or insured under Contractor's insurance as required herein, by providing notice in the manner provided in this Agreement, and any such change shall not require a written amendment to this Agreement.

Insurance as required herein shall be a condition of the State's obligation to pay for services provided under this Agreement. Prior to approval of this Agreement and before performing any services, Contractor shall furnish to the State evidence of valid coverage, on behalf of Contractor and any provider required by this Agreement to be covered by insurance. The following shall be considered evidence of coverage: a certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Contractor's insurance carrier. Binders are not acceptable as evidence of coverage. Providing evidence of coverage to the State conveys no rights or privileges to the State, nor does it insure any State employee or ensure any

premises owned, leased, or otherwise used by or under the control of the State. It does, however, serve to provide the State with proof that Contractor and any provider are insured at the minimum levels required by the State of California.

Contractor agrees that any liability insurance required in the performance of this Agreement shall always be in effect during the term of this Agreement. In the event said insurance coverage expires or is cancelled at any time during the term of this Agreement, Contractor agrees to give at least 30 calendar days written notice to the State before said expiration date or immediate notice of cancellation. Evidence of coverage required in the performance of this Agreement shall not be for less than the remainder of the term of this Agreement, or in CDCR/CCHCS' discretion, for a period of less than one year. CDCR/CCHCS and the DGS reserve the right to verify Contractor's evidence of coverage; evidence of coverage is subject to the approval of the DGS. In the event Contractor or its provider fails to keep insurance coverage as required herein in effect at all times, the State reserves the right to terminate this Agreement and seek any other remedies afforded by the laws of the state of California.

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

It is necessary for some policies to include the State of California, its officers, agents, and employees as additional insured, but only with respect to services performed under the Agreement. Contractor hereby represents and warrants that Contractor is currently and shall remain, for the duration of this Agreement at Contractor's own expense, insured as follows:

a. Commercial General Liability (if applicable for the contract services type)

Contractor agrees to carry a minimum of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage liability combined (Required only if the services are provided at Contractor's facility/office or if equipment to be brought to the institution for performance of service. Not required for Specialty Physician Services provided on-site at the institution).

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

The California Department of Corrections and Rehabilitation (CDCR) and California Correctional Health Care Services (CCHCS) shall be named as the "Certificate Holder" and include the following language:

State of California
California Department of Corrections and Rehabilitation (CDCR)
California Correctional Health Care Services (CCHCS)
Direct Care Contracts Section
PO Box 588500, Building D
Elk Grove, CA 95758

The State of California, its officers, agents, employees, and servants are hereby named as additional insured, but only with respect to work performed for the State of California. (Not required for professional liability insurance).

b. Auto Liability (if applicable for the contract services type)

Contractor shall ensure that it and all its providers who drive personal vehicles to, or on-site at the institution, maintain motor vehicle insurance liability coverage, as required by the State of California for the operation of a personal vehicle and maintain a copy of that coverage, should CDCR/CCHCS request it for purposes of a review or vehicle incident at a CDCR institution.

Contractor agrees to carry automobile liability coverage of a minimum of $1,000,000 per claim if providing ambulance services or services using mobile vehicle MRI, CT, or mammography equipment on institution grounds.

Proof of motor vehicle insurance liability shall be provided prior to the Agreement approval. Contractor shall be responsible for ensuring it is maintained throughout the term of the Agreement.

c. Professional Liability (if applicable for the contract services type)

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

Proof of professional liability insurance shall be provided prior to the Agreement approval. Contractor shall be responsible for ensuring it is maintained throughout the term of the Agreement.

d. Workers' Compensation (if applicable for the contract services type)

Contractor hereby represents and warrants that Contractor is currently and shall, for the duration of this Agreement, carry workers' compensation insurance, at Contractor's expense, or that it is self-insured through a policy acceptable to CDCR/CCHCS, for Contractor and all its providers. Such coverage will be a condition of CDCR/CCHCS' obligation to pay for services provided under this Agreement.

Workers' compensation coverage is only applicable to this Agreement if Contractor is required, under relevant statute, regulation, or Court opinion, to provide workers' compensation coverage for performance of services under this Agreement. However, Contractor shall furnish, within three (3) State business days following CDCR/CCHCS' request, either:

(1) A copy of the certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Contractor's insurance carrier reflecting workers' compensation coverage for all providers; or

(2) Written confirmation, in a manner defined by CDCR/CCHCS, that workers' compensation coverage is not required for provider.

e. Aircraft Liability (if applicable for the contract services type)

Contractor agrees to carry a minimum of $5,000,000 per claim for bodily injury and property damage liability combined.

The policy shall include the State of California, its officers, agents, and employees as additional insured, but only with respect to work performed for the State of California.

f. Additional Insurance Provisions

The State reserves the right to request proof of insurance at any time. Coverage shall be maintained throughout the term of this Agreement. In the event Contractor fails to ensure the proper insurance coverage always remains in effect for Contractor and its providers, the State may, in addition to any other remedies it may have, terminate the Agreement. Such coverage as referenced shall be a condition of CDCR/CCHCS' obligation to pay for services provided under this Agreement. The following shall be considered evidence of coverage: a certificate of insurance, a "true and certified" copy of the policy, or

any other proof of coverage issued by Contractor's insurance carrier or proof of self-insurance. Binders are not acceptable as evidence of coverage per California Insurance Code Section 382.5.

Contractor also agrees to indemnify, defend and hold harmless the State, its officers, agents, and employees from all claims by provider, and/or anyone representing Contractor, related to any non-performance of this section.

By signing this Agreement, Contractor confirms that the liability insurance carrier has knowledge of Contractor's extension of services to CDCR/CCHCS patients. Such action conveys no coverage to the State under Contractor's policy, nor does it insure any State employee or insure any premises owned, leased, or otherwise used by or under the control of the State with respect to coverage.

41. Notice of Attorney General Provision – California Government Code Section 12511.5

The Attorney General may defend a public or private provider of health care, as defined in California Civil Code Section 56.05, including Contractor and its providers against any claim that the civil rights of a person in state custody were violated in the provision of health care services, where those services were provided under contract with, or under the control of, CDCR/CCHCS. Defense of the provider of health care is conditioned upon maintaining insurance for professional negligence, as required under this Agreement.

42. Authority

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

Contractor hereby recognizes that this Agreement is also entered into under the authority of the Receiver appointed under *Plata v. Newsom* in United States District Court for the Northern District of California, Case No. C01-1351-JST, which places the responsibility for all medical care of CDCR institutionalized public offenders with the Receiver. During the existence of the Receivership, references in this Agreement to "California Department of Corrections and Rehabilitation," "CDCR," "California Correctional Health Care Services," "CCHCS," "California Department of Corrections and Rehabilitation/California Correctional Health Care Services," and "CDCR/CCHCS" shall all refer to the area of California Department of Corrections and Rehabilitation, California Correctional Health Care Services, that reports to the Receiver.

43. Small Business and DVBE Participation – Commercially Useful Functions

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

44. Duly Organized

Contractor is duly organized, qualified and validly exists in the State under which laws it is organized and in good standing under the laws of this State and in all other jurisdictions where Contractor conducts business.

Contractor has all requisite power and authority to own and operate its properties and to carry on its business as and where now conducted and to enter and perform its obligations under this Agreement.

45. Authorizations

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

46. Reimbursement for the Paroled

Contractor understands and agrees that CDCR/CCHCS does not have statutory authority to render payment for services provided to parolees (CCR, Title 15, § 3999.410), except for services provided to medical parolees (California Penal Code § 3550). CDCR/CCHCS shall make a good faith effort to notify Contractor if a CDCR/CCHCS patient's parole date is expected to occur while the CDCR/CCHCS patient is under Contractor's care.

CDCR/CCHCS shall assist in providing for appropriate follow-up care to include:

a. Transfer to a community health facility in the geographic vicinity of the parole region.

b. Continued care in the existing community health facility with arrangements for continued payment by the county of residence and/or enrollment in the Medi-Cal Program.

c. Transfer to outpatient care within the area of the parole release.

Contractor agrees that under no circumstances shall the parole date prevent a CDCR/CCHCS from receiving emergency medical services or result in the premature discharge of a CDCR/CCHCS patient.

47. Contracts Exempt from Public Disclosure

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

48. Health Records

a. Health records shall be kept in accordance with CCR, Title 22, Section 70751, on all CDCR/CCHCS patients admitted for treatment and CDCR/CCHCS patients receiving emergency services, outpatient services, and/or outpatient surgeries. All required CDCR/CCHCS patients health records, either originals or accurate reproduction of the contents of such originals, shall be maintained by Contractor in such form as to be legible and readily available upon request by authorized representatives of CDCR/CCHCS, and any other person authorized by law to make such a request.

b. Contractor shall safeguard the information in all health records of CDCR/CCHCS patients against loss, defacement, tampering, or use by unauthorized persons per Section 54, Confidentiality of Health Information provision, below.

c. CDCR/CCHCS patients health records including x-ray films or reproductions thereof, shall be preserved safely for a minimum of seven (7) years following discharge of the CDCR/CCHCS patients in accordance with CCR, Title 22, Section 70751.

d. Contractor shall provide copies of CDCR/CCHCS patients health records or information within health records, as requested by CDCR/CCHCS, at no additional charge.

49. Right to Receive and Release Information

For the purposes of enforcing or interpreting this Agreement or resolving any dispute regarding the provisions under this Agreement, whether administrative or health care-related, both parties agree to share all relevant information, including CDCR/CCHCS' patient data, subject to applicable law.

50. Confidentiality of Health Information

CDCR/CCHCS and Contractor agree that all CDCR/CCHCS patients health information is identified as confidential and shall be held in trust and confidence and shall be used only for the purposes contemplated under this Agreement.

Contractor by acceptance of this Agreement is subject to all of the requirements of the federal regulations implementing the Health Insurance Portability and Accountability Act (HIPAA) of 1996; the Health Information Technology for Economic and Clinical Health Act - Public Law 111-005 (HITECH Act), the related privacy and security regulations in Code of Federal Regulations, Title 45, Parts 160 and 164, GC Section 11019.9, California Civil Code Sections 56, et seq., and 1798, et seq., regarding the collections, maintenance, and disclosure of personal and confidential information about individuals. - Incorporated herein is a HIPAA Business Associate Agreement, which memorializes the parties' duties and obligations with respect to the protection, use, and disclosure of protected health information.

51. Confidentiality of Data

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

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

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

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

52. Provider Misconduct and/or Contractor, Employee of Contractor, Subcontractor, Independent Contractor Misconduct

Agreements with Private Entities

During the performance of this Agreement, it shall be the responsibility of Contractor whenever there is an allegation of provider misconduct associated with and directly impacting CDCR/CCHCS patients and/or

parolee rights, to immediately notify CDCR/CCHCS of the incident(s), to cause an investigation to be conducted, and to provide CDCR/CCHCS with all relevant information pertaining to the incident(s). All relevant information includes but is not limited to:

a. Investigative reports.

b. Access to CDCR/CCHCS patients/parolees and the associated staff.

c. Access to provider personnel records.

d. Information reasonably necessary to assure CDCR/CCHCS that CDCR/CCHCS' patients, and/or parolees are not or have not been deprived of any legal rights as required by law, regulation, policy, and procedures.

e. Written evidence that Contractor has taken such remedial action, in the event of employee misconduct with CDCR/CCHCS' patients and/or parolees, as will assure against a repetition of the incident(s).

Notwithstanding the foregoing, and without waiving any obligation of Contractor, CDCR/CCHCS retains the power to conduct an independent investigation of any incident(s). Furthermore, it is the responsibility of Contractor to include the foregoing terms within all agreements with its providers, requiring that providers agree to the jurisdiction of CDCR/CCHCS to conduct an investigation of their facility and staff, including review of provider's personnel records, as a condition of the Agreement.

53. Physician Ownership and Referral Act of 1993

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

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

54. Quality Assurance

Contractor agrees to maintain an active, systematic process based on objective and measurable criteria by which to monitor and evaluate the quality and appropriateness of CDCR/CCHCS patients health care services and to provide assurances that those services rendered were cost effective, medically necessary, and delivered in a manner consistent with the applicable standards of care.

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

55. Audits

Contractor agrees that the awarding department, the DGS, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation

pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the performance of this Agreement in accordance with GC Section 8546.7.

The above requirement for access by audit does not extend to Contractor's ability to ensure the integrity and protection to conduct business without impeding or interfering with areas that are considered Trade Secrets. Trade Secrets apply to Contractor's: (a) employee hiring practices; (b) negotiation of rates with healthcare service vendors or providers; (c) contracts and contract language with healthcare service vendors and providers; (d) healthcare services contracted rates with vendors or providers; and (e) payroll information for vendors and providers.

56. Quality Assurance and Financial Audits/Reviews

a. CDCR/CCHCS reserves the right, at its expense, to make periodic quality of care audits and reviews for health care services rendered to CDCR/CCHCS patients. The purpose of these audits or reviews is to verify Contractor and its Providers compliance with the performance provisions, scope of work, terms and conditions selected for review in this Agreement, and compliance with state laws and regulations and/or CDCR/CCHCS policies and guidelines.

b. CDCR/CCHCS may perform periodic audits, at its expense, regarding the quality of health care rendered to CDCR/CCHCS patients, as well as verify compliance with the terms and conditions pursuant to this Agreement and compliance with state laws and regulations, including adherence to CDCR/CCHCS' policies and guidelines. A Post Payment Audit and Recovery (PPAR) vendor may be contracted by CDCR/CCHCS may also audit and examine records and accounts, which pertain directly or indirectly to the Contractor and its Providers. Contractor and its Providers shall cooperate with such auditors; however, such audit shall not interfere with the delivery of health care services.

c. Subject to applicable law, audit/review may be undertaken directly by CDCR/CCHCS or by third parties engaged by CDCR/CCHCS, including accountants, consultants, and physicians. Contractor and its Providers shall cooperate fully with such auditors; however, such audit shall not interfere with the administration of Contractor and its Providers or with the delivery of health care services.

d. All adjustments, payments, and reimbursements determined by CDCR/CCHCS or its representatives to be necessary by such audit/review shall be effective promptly by Contractor upon issuance of a final audit report, except for portions of that report which are challenged or appealed by Contractor. In the case of challenge or appeal, Contractor shall affect the adjustment, payment, or reimbursement immediately upon a settlement, or pursue remedy through the Refund Disputes Process in this exhibit. CCHCS is unable to offset future Contractor payments therefore checks are made payable to California Correctional Healthcare Services and sent to the address below or the PPAR as noted in their correspondence.

   California Correctional Health Care Services
   HCCCMB
   Attn: Refund Administrator
   PO Box 588500, Building D-2
   Elk Grove, CA 95758

e. Physicians Only: Contractor and its Providers do not waive its right under California Evidence Code Section 1157 et seq. CDCR/CCHCS recognizes that the records and proceedings of Contractor's and its Providers committees responsible for the evaluation and improvement of the quality of care are protected under Section 1157 of the Evidence Code; and, accordingly, CDCR/CCHCS shall maintain the

confidentiality of all Contractor and its Providers peer review information to which it may gain access under this Agreement. CDCR/CCHCS shall not disclose any information obtained from Contractor or its Providers hereunder, except as expressly approved by Contractor or as required by law.

f. Contractor shall furnish, upon request by CDCR/CCHCS/PPAR, any CDCR/CCHCS patient records maintained by Contractor and its Providers or its medical and/or professional staff or any authorized officer, agent or employee, including but not limited to x-rays, lab results, and any health care committee reviews and recommendations related to a CDCR/CCHCS patient.

g. Findings shall be submitted to Contractor, and CDCR/CCHCS/PPAR will establish a review date at which time expectations and timeframes for correcting any deficiencies will be established. Failure by Contractor to correct deficiencies, within agreed upon timeframes, shall be reason for termination in accordance with Section 3(b), Termination of Agreement for Cause provision in this exhibit.

57. Refund Disputes – CCHCS Internal Refunds and Post Payment Audits

As a condition precedent to the right to pursue litigation or other legally available dispute resolution process with CCHCS, if any, Contractor agrees that all disputes and/or claims arising under or related to between CCHCS and Contractor and its Providers shall be resolved pursuant to the following processes. Failure to comply with said dispute resolution procedures shall constitute a failure to exhaust administrative remedies.

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

The Agreement shall be interpreted, administered, and enforced according to the laws of the state of California. The parties agree that any suit brought hereunder shall have venue in Sacramento, California. The parties hereby waive any claim or defense that such venue is not convenient or proper.

a. Internal Refund Disputes

(1) First Level Refund Appeal

For disagreements regarding refunds for a claim billed under the Agreement, Contractor and its providers may file a First Level Refund Appeal within 30 calendar days following the receipt of overpayment notification from CDCR/CCHCS. Appeals are to be submitted to the HIS Post Payment Support Team at m_CCHCSHISRefund@cdcr.ca.gov.

The First Level Refund Appeal shall be sent with detailed reason(s) and justification of dispute, supporting medical documentation, a copy of the claim(s) originally submitted, refund letter received, patient's name, CDCR number, date(s) of service, amount paid, Provider's contact name, phone number and email address, legal authority or other basis for position, and any other documentation in support of the Appeal, and remedy sought. If the appeal is submitted with no new documentation specifically addressing the reason for the appeal, the appeal will not be reviewed and will be rejected.

The Post Payment Support Team or Utilization Management shall review the First Level Refund Appeal. The Post Payment Support Team shall issue a written decision to the Contractor explaining the outcome of the appeal within 30 calendar days from receipt of the Appeal.

(2) Second Level Refund Appeal

If the dispute or claim is still not resolved to Contractor's satisfaction at the First Level of Appeal, Contractor may file a written Second Level Refund Appeal within 30 calendar days following the determination from the First Level Appeal. Appeals are to be submitted to the HIS Post Payment Support Team Supervisor I at m_CCHCSHISRefund@cdcr.ca.gov.

The Second Level Refund Appeal shall be sent with additional supporting medical documentation, justification to the detailed reason(s) of dispute regarding the First Level Appeal, along with the denial letter and all original supporting documentation provided for the First Level Appeal. If the appeal is submitted with no new documentation specifically addressing the reason for the appeal, the appeal will not be reviewed and will be rejected.

The HIS Post Payment Support Team Supervisor I or Utilization Management shall issue a written decision in response to Contractor's Second Level Refund Appeal within 30 calendar days of receipt of the Second Level Appeal.

(3) Administrative Level Refund Appeal

If the dispute or claim is still not resolved to Contractor's satisfaction at the Second Level of Appeal, Contractor may file a written Administrative Level Refund Appeal within 30 calendar days following the determination from the Second Level Appeal. Appeals are to be submitted to the HIS Post Payment Support Team Assistance Deputy Director (ADD at m_CCHCSHISRefund@cdcr.ca.gov.

The Administrative Level Refund Appeal shall be sent with additional supporting medical documentation, justification to the detailed reason(s) of dispute regarding the Second Level Appeal, along with the denial letter and all original supporting documentation provided for the Second Level Appeal. If the appeal is submitted with no new documentation specifically addressing the reason for the appeal, the appeal will not be reviewed and will be rejected.

The HIS Post Payment Support Team Assistant Deputy Director or Utilization Management shall issue a written decision in response to Contractor's Administrative Level Refund Appeal within 30 calendar days of receipt of the Administrative Level Appeal.

b. PPAR Audit Appeals

(1) First Level Audit Appeal

For disagreements regarding PPAR Audits for a claim billed under the Agreement, Contractor and its providers may file a First Level Audit Appeal within 30 calendar days following the receipt of letter from the contracted PPAR vendor. Appeals are to be submitted directly to the PPAR vendor as outlined in their correspondence.

The First Level Audit Appeal shall be sent with detailed reason(s) and justification of dispute, supporting medical documentation, a copy of the claim(s) originally submitted, overpayment letter received, patient's name, CDCR number, date(s) of service, amount paid, Provider's contact name, phone number and email address, legal authority or other basis for position, and any other documentation in support of the Appeal, and remedy sought.

The PPAR vendor shall review the First Level Audit Appeal and shall issue a written decision to the Contractor explaining the outcome of the appeal within 30 calendar days of from receipt of the Appeal.

(2) Second Level Audit Appeal

If the dispute is still not resolved to the Contractor's Satisfaction at the First Level Audit Appeal level, Contractor may file a written Second Level Audit Appeal, within 30 calendar days following the determination from the First Level Audit Appeal. Appeals are to be submitted directly to the PPAR vendor as outlined in their correspondence.

The Second Level Audit Appeal shall be sent with additional supporting documentation and justification to the detailed reason(s) of dispute regarding the First Level Audit Appeal, along with the denial letter and all original supporting documentation provided for the prior appeals.

The PPAR vendor will evaluate the appeal and issue a written response within 30 calendar days of receipt of the Second Level UM Refund Appeal.

(3) Administrative Level Audit Appeal

If the dispute or claim is still not resolved to Contractor's satisfaction at the Second Level Audit Appeal level, Contractor may file a written Administrative Level Audit Appeal, within thirty (30) calendar days following the date of the determination from the Second Level Audit Appeal, to the address provided in their original Overpayment letter or to the CCHCS HCCCMB Assistant Deputy Director at the following address:

California Correctional Health Care Services
HCCCMB
Attn: Assistant Deputy Director
PO Box 588500, Building D-2
Elk Grove, CA 95758

The Administrative Audit Appeal for Administrative Resolution shall include a written certification signed by a knowledgeable company official under the penalty of perjury according to the laws of the state of California pursuant to CCP Section 2015.5 that the dispute, claim, or demand is made in good faith, and that the supporting data is accurate and complete. If an Agreement adjustment is requested, the written certification shall further state under penalty of perjury that the relief requested accurately reflects the Agreement adjustment for which CCHCS is responsible.

The CCHCS HCCCMB Assistant Deputy Director or Utilization Management shall make a determination on the issue and respond in writing within thirty (30) calendar days of receipt of the Administrative Level Audit Appeal, indicating the written decision. Contractor shall be notified if an extension of time is necessary.

58. Unusual Circumstances

a. Major Disaster or Epidemic

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

b. Circumstances Beyond Contractor's Control

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

59. Indemnification (Supersedes provision number 5, Indemnification, of Exhibit C)

a. Terms of Contract

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

b. Provision of Services

Contractor shall be solely responsible for all losses, liabilities, settlements, claims, demands, damages, or deficiencies (including interest), and expenses of any kind (including but not limited to attorney's fees) arising out of Contractor's, provider's, or their representatives' negligent acts or omissions hereunder. The State, CDCR/CCHCS' officers, agents, and employees shall be responsible for their own acts and omissions.

60. Overpayments and Offsets

Contractor and CDCR/CCHCS agree that CDCR/CCHCS may offset any overpayment, erroneous payment, or otherwise improper payment (collectively, overpayment) to Contractor by directly withholding that amount from the next payment or several payments, as necessary to pay the overpayment, that would otherwise be due to Contractor. However, at least 30 calendar days prior to seeking recovery via offset, CDCR/CCHCS shall provide written notice to Contractor to explain the nature of the overpayment and describe the recovery process. CDCR/CCHCS will not offset an overpayment during the pendency of an appeal, filed under Section 2, Dispute Resolution Process provision of this exhibit, challenging the determination of overpayment. If recovery of the full amount of overpayment at one time imposes a financial hardship on Contractor, CDCR/CCHCS, in its sole discretion, may grant Contractor's request to repay the recoverable amount in monthly installments over a period of consecutive months, not to exceed six (6) months.

61. Liquidated Damages

a. General

It is the policy of the California Legislature to use liquidated damage provisions in State contracts, as set forth in California Civil Code Section 1671, subdivision (b), and PCC Section 10226. The parties agree that CDCR/CCHCS shall have the authority to impose liquidated damages on Contractor.

Therefore, it is agreed by CDCR/CCHCS and Contractor that, if Contractor does not comply with the terms of this Agreement, as well as all applicable federal, state, and local statutes and regulations:

(1) Damage and harm to the State will result.

(2) Proving such damages shall be costly, difficult, and time-consuming.

(3) If CDCR/CCHCS chooses to impose liquidated damages, Contractor shall pay the State those damages for not providing or performing the specified requirements.

(4) Additional damages may occur in specified areas by prolonged periods in which Contractor does not provide or perform requirements.

(5) The damage figures listed elsewhere in this Agreement represent a good faith effort to quantify the range of harm that could reasonably be anticipated at the time of the making of the Agreement.

(6) The damages provided for under this provision and elsewhere in this Agreement are difficult to establish.

(7) Contractor shall pay the amounts set forth in this provision and elsewhere in this Agreement as liquidated damages and not as a penalty.

(8) Liquidated damages will not be assessed if Contractor's delay or failure to timely perform its obligations was caused by factors beyond reasonable control and without any material error or negligence of Contractor, its employees, or providers.

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

b. Assessment of Liquidated Damages

(1) Failure to provide services on three (3) or more occasions may result in termination of the Agreement or the institution not having to contact Contractor prior to contacting other contractors for the duration of the Agreement term. The CCHCS Direct Care Contracts Section Staff Services Manager III or designee has the sole discretion in this decision.

(2) In the event there is a need to acquire additional resources outside this Agreement to obtain the required contracted services, Contractor shall be responsible to pay the cost differential sustained by CDCR/CCHCS to obtain the services, due to failures of Contractor to meet the service requirements as outlined in this Agreement.

c. Manner of Collection

(1) After CDCR/CCHCS has determined that liquidated damages are to be assessed, CDCR/CCHCS shall notify Contractor in writing of the reason for and amount of the assessment(s). The assessment notice shall be sent to Contractor by certified mail, return receipt requested, or by any other method, which provides evidence of receipt. At CDCR/CCHCS' discretion, the assessment notice may direct payment of the assessment by Contractor. If payment is thus directed, Contractor shall pay the assessment within 30 calendar days of receipt of the assessment notice.

(2) Any liquidated damages assessment may also be collected, at CDCR/CCHCS' discretion, by offsetting the funds from payment(s) due to Contractor after the date of assessment, in the manner set forth in Section61, Overpayments and Offsets provision of this exhibit.

d. Interest on Pending Liquidated Damages

(1) If it should later be determined in the dispute process that funds collected by the State to pay liquidated damages assessment should be refunded, the State shall pay interest accruing from the

date of offset or collection. The interest rate paid shall be the average rate for investment in the Pooled Money Investment Fund (PMIF) in effect for the month in which the assessment was offset or otherwise collected. When a liquidated damages assessment is offset or otherwise collected over a period of two (2) or more months, the interest rate paid by the State shall be the average rate for investment in the PMIF in effect for the first month in which the assessment was offset or otherwise collected, revised quarterly for the period of time the assessment was retained by the State.

(2) Contractor shall pay interest to the State on all liquidated damages assessments which are not either paid or offset against payment due to Contractor within 30 calendar days of the date of receipt of the assessment notice. The interest rate paid shall be the average rate for investment in the PMIF in effect for the month of assessment. If Contractor's continuing liability for one (1) liquidated damages assessment extends over a period of two (2) or more months, the interest rate shall be the average for investment in the PMIF for the first (1st) month in which liquidated damages were assessed, revised quarterly over the period the assessment remained uncollected.

(3) Interest accrues during all periods of time in which the liquidated damages assessment is unpaid or otherwise uncollected. For instance, interest accrues during periods in which collection of the assessment has been suspended, pending the outcome of the dispute or appeal.

(4) If a reduction in the final amount of liquidated damage is finally determined, the interest shall be prorated unless it is impractical to do so.

Nothing in this provision shall be construed as relieving Contractor from performing any other contract duty not listed herein, nor is CDCR/CCHCS' right to enforce or seek other remedies for failure to perform any other contract duty hereby diminished.

If any portion of these liquidated damages provisions is determined to be unenforceable, the other portions shall remain in full force and effect.

62. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities that shall be grounds for termination of this Agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

HEARING AID DEVICES

DEFINITIONS

1. **Agreement:** "Agreement" is used synonymously with "Contract." A mutual understanding between the State and another entity, public or private, about their rights and duties regarding the provision of goods and/or services.

2. **Ambulance Service:** A ground, air or sea transport service for CDCR/CCHCS patients to be transferred for health related treatment or transport.

3. **Attending Physician:** The physician who has primary responsibility for the health care and treatment of an individual patient.

4. **Authorized Administrator:** A person who has been given full authority to grant prior authorization for the delivery of health care services rendered to CDCR/CCHCS patients.

5. **California Code of Regulations (CCR), Title 15:** The regulations that authorize the Director of the California Department of Corrections and Rehabilitation to contract for the provision of CDCR/CCHCS patients health care.

6. **California Confidentiality of Medical Information Act (CMIA):** The act that requires authorization from a patient to disclose medical information and defines terms in reference to the release of medical information. The CMIA is fully defined in California Civil Code sections 56-56.37.

7. **California Correctional Health Care Services (CCHCS):** The entity responsible for health care treatment, performance, and decisions within CDCR institutions for CDCR/CCHCS patients.

8. **California Department of Corrections and Rehabilitation (CDCR):** Authorized by California Penal Code, Section 5000 et seq., and the California Code of Regulations, Title 15, to maintain the custody and care of California's institutionalized public offenders.

9. **Camp:** A type of sub-facility of an institution which is normally located in a rural area and which has no secured (fenced or walled) perimeter.

10. **CDCR/CCHCS Medical Standards of Care:** InterQual® Care Planning Criteria, published by McKesson Health Solutions, LLC, except to the extent they conflict with the Health Care Department Operations Manual (HCDOM), and except to the extent the InterQual® criteria or the HCDOM conflicts with the California Code of Regulations, Title 15, Division 3, Chapter 1, Subchapter 4, Articles 8 and 9 and California Code of Regulations, Title 15, Division 3, Chapter 2. Requests for InterQual® criteria should be directed to um@cdcr.ca.gov and the HCDOM is available at the following link: https://www.cdcr.ca.gov/hcdom/dom/

11. **CEO:** Chief Executive Officer.

12. **CME:** Chief Medical Executive.

13. **Community Health Facility:** Any facility, place, or building that is organized, maintained, and operated for the diagnosis, care, prevention, and treatment of human illness, physical or mental, including convalescence, rehabilitation, and care during and after pregnancy, or for any one or more of these purposes, for one or more persons, and to which the persons are admitted for a 24-hour stay or longer per California Health and Safety Code, Section 1250.

14. **Consultant:** A provider of services of an advisory nature, who provides a recommended course of action or personal expertise.

15. **Contract:** "Contract" is used synonymously with "Agreement." A mutual understanding between the State and another entity, public or private, about their rights and duties regarding the provision of goods and/or services.

16. **Contractor:** "Contractor" is used synonymously with "vendor." A party contracting with CDCR/CCHCS; the person or company providing services via a contractual arrangement.

17. **Correctional Treatment Center:** A healthcare facility with a specified number of beds within a state prison, county jail designated to provide health care to that portion of the CDCR/CCHCS patients population not requiring general acute care level of services, but who are in need of professionally supervised health care beyond that normally provided in the community on an outpatient basis (California Code of Regulations, Title 22, Section 79516).

18. **Credentialing:** The system of screening and evaluating qualifications and other credentials, including but not limited to, licensure, certification, required education, relevant training and experience, and current competence and health status. Health care professionals must have credentialing process approved by the credentialing and privileging support unit.

19. **Day:** Calendar day, unless otherwise specified.

20. **Direct Care Contracts Section:** The entity responsible for creating and maintaining contracts for direct care services in accordance with statewide contracting policies and procedures.

21. **Designee:** A person who has been appointed to perform a duty or carry out a specific role.

22. **Discharge Summary:** A brief recapitulation of significant findings and events of CDCR/CCHCS patients hospitalization, condition on discharge, the recommendations and arrangements for future care (California Code of Regulations, Title 22, Section 70749).

23. **Division of Adult Institutions (DAI):** The division responsible for the management and operation of adult institutions, conservation camps, and community correctional facilities.

24. **Emergency Care Services:** The immediate care or treatment necessary to prevent death, severe or permanent disability, or to alleviate severe pain, including medically necessary crisis intervention for CDCR/CCHCS patients suffering from situational crisis or acute episodes of mental illness, in accordance with California Code of Regulations, Title 15.

25. **Ex-Offender:** A person previously convicted of a felony in California or any other state, or convicted of an offense in another state, which would have been a felony if committed in California.

26. **Experimental or Investigational Treatment:** Any experimental or investigational treatment, therapy, procedure, drug or drug usage, facility or facility usage, equipment or equipment usage,

device or device usage, or supplies that are not recognized as being in accord with generally accepted professional medical standards or as being safe and effective for use in the treatment of an illness, injury, or condition at issue. Services that require approval by the federal government or any agency thereof, or by any state governmental agency prior to use, and where such approval has not been granted at the time the services were rendered, shall be considered experimental or investigational. Services which are not approved or recognized as being in accord with accepted professional medical standards, but nevertheless are authorized by law or a governmental agency for use in testing, trials, or other studies on human patients, shall be considered experimental or investigational.

27. **Fiscal Year:** The accounting period from July 1 through June 30 of the following year.

28. **Government Claims Program:** The unit within the California Department of General Services, Office of Risk and Insurance Management whose function is to resolve all claims for money or damages filed against state agencies under California Government Code Section 900 et seq., before a lawsuit against a state agency can be pursued.

29. **Health Care Review Subcommittee:** The appointed CDCR officials authorized to review and approve health care services, which are excluded from the CDCR Medical Standards of Care Policy.

30. **Health Care Services:** The medical, mental health, dental, pharmaceutical, diagnostic and ancillary services to identify, diagnose, evaluate, and treat a medical, mental health, or dental condition.

31. **Health Care Service Provider:** A Medical Doctor, Doctor of Osteopathy, Doctor of Podiatric Medicine, Clinical Psychologist, Dentist, Clinical Social Worker, Nurse Practitioner, Physician Assistant or entity providing health care services to CDCR/CCHCS patients.

32. **HIPAA:** Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191, 110 Stat. 1936); a United States Federal law that includes privacy standards to protect patients' medical records and other health information provided to health plans, doctors, hospitals, and other health care providers.

33. **HITECH Act:** Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH Act), enacted as part of the American Recovery and Reinvestment Act of 2009, and addresses the privacy and security concerns associated with the electronic transmission of health information.

34. **Hospital:** An institution which is licensed under all applicable state and local laws and regulations to provide diagnostic and therapeutic services for the medical diagnosis, treatment, and care of injured, disabled, or sick persons in need of acute inpatient medical and psychiatric or psychological care.

35. **In Personam Jurisdiction:** Courts power over a particular defendant.

36. **Incarcerated Person:** CDCR incarcerated public offender.

37. **Institution:** A large facility or complex of sub-facilities with a secure (fenced or walled) perimeter headed by a Warden.

38. **Institution Contract Liaison:** A CDCR/CCHCS employee responsible for pre-arranging health

care contracting services and responsible for managing at the institution the contractual scope of service/performance issues to assure continuity of care.

39. **Matrix:** A document that indicates the ranking of contractors, which determines the order in which contracted services may be requested.

40. **May:** Permitted.

41. **Medically Necessary:** Health care services that are determined by the attending or primary medical, mental health, or dental care provider(s) to be needed to protect life, prevent significant illness or disability, or alleviate severe pain, and are supported by health outcome data or clinical evidence as being an effective health care service for the purpose intended or in the absence of available health outcome data is judged to be necessary and is supported by diagnostic information or specialty consultation (California Code of Regulations, Title 15, Section 3999.98).

42. **Non-Essential Services:** A non-emergency/scheduled admission for medical services when the CDCR/CCHCS patients condition permits adequate time to schedule the necessary diagnostic workup and/or initiation of treatment, in accordance with California Code of Regulations, Title 15.

43. **Non-IT Services:** Performing a service void of any information technology aspect including, but not limited to, health care services, consultant services, janitorial services, and equipment maintenance.

44. **NPI:** National Provider Identifier.

45. **Off-Site in the Community:** A general medical location, not at CDCR institutions or CDCR satellite locations, where contracted services are provided (e.g., hospital, telemedicine, surgery center, office).

46. **On-Site at the Institution:** Contracted services performed at a CDCR institution and/or a designated CDCR satellite location.

47. **Patient:** An incarcerated person who is seeking or receiving health care services or who is assigned to a care team.

48. **Patient Data:** Any piece of information, administrative or medical, specific to an incarcerated public offender receiving medical or surgical treatment in a hospital, office, clinic, or hospital outpatient surgery center.

49. **Patient Day:** A day a CDCR/CCHCS patient occupies an inpatient bed as of the midnight census. If both admission and discharge occur on the same day, the day is counted as one patient day.

50. **Penal Code Section 5054:** The section of law that grants the Secretary of CDCR the authority and responsibility for the custody and care of California's institutionalized public offenders.

51. **Physician:** An authorized practitioner of medicine, as one graduated from a college of medicine or osteopathy and licensed by the appropriate board.

52. **PID:** Person Identification Number.

53. **Preferred Provider Network:** An organization responsible for maintaining and providing a network of medical providers to perform medical services for CDCR/CCHCS patients.

54. **Prescription Drugs:** All drugs under state or federal law, require the written prescription of a doctor, dentist, podiatrist or osteopath, or any medicinal substance which is required to bear the legend, “Caution: Federal law prohibits dispensing without a prescription,” under the Federal Food, Drug, and Cosmetic Act.

55. **Prescription Order:** The request by a physician for each separate drug or medication and each authorized refill of such request.

56. **Prior Authorization:** The required advance authorization granted by Chief Executive Officer/Chief Medical Executive/Chief Medical Officer/Chief Nursing Executive or her/his designee.

57. **Provider:** A person with whom a contractor enters into an arrangement, whether expressed or implied, for the purpose of performing any service described in the Agreement between the contractor and CDCR/CCHCS. The term “Provider” may include, but is not limited to, a subcontractor, consultant, and employee of the respective registry.

58. **Rank Order:** The ranking of contractors on a matrix based on rates offered by the contractors. Rank one is the contractor offering the lowest rates.

59. **Receiver:** The person appointed by the United States District Court for the Northern District of California to assume the executive management of the California prison medical system with the authority to exercise all powers vested by law in the Secretary of CDCR.

60. **Secretary:** Secretary of CDCR.

61. **Shall:** Mandatory.

62. **Should:** Suggested or recommended.

63. **Skilled Nursing Care:** Skilled supervision and management of a complicated or extensive plan of care for a CDCR/CCHCS patient initiated and monitored by a physician in which there is a significantly high probability that complications would arise without the skilled supervision or implementation of the treatment program by a licensed nurse or therapist.

64. **State:** The state of California.

65. **State Administrative Manual (SAM):** The manual that provides the policies and procedures and the uniform guidance for governing the fiscal and business management affairs of the state of California.

66. **State Business Days:** Monday through Friday, not counting state holidays.

67. **Subcontractor:** Any person or entity that has entered into a contract, either expressed or implied, with a contractor for the purpose of performing any service under the contractor’s Agreement with CDCR/CCHCS.

68. **Surgery Center:** An ambulatory outpatient medical treatment facility where medical surgery services are performed in the community.

69. **Telemedicine:** The use of health care information exchanged from one site to another via electronic communications for the health of the CDCR/CCHCS patients and for the purpose of improving CDCR/CCHCS patients care. Telemedicine includes consultative, diagnostic, and treatment services.

70. **Temporary/Relief Staff:** All of the contractor's personnel, employees, independent contractors, and subcontractors providing on-site dental, mental health, and/or medical staffing at institutions.

71. **Total Patient Days:** The total inpatient days from the day of admission to, but not including, the day of discharge.

72. **Transfer Order:** The written document issued and signed by the CDCR/CCHCS patient which notes the medications, treatment, and diet orders for the CDCR institution and provides instructions to the CDCR/CCHCS patients in order to maintain continuity of care. A transfer order is prepared when a CDCR/CCHCS patient is discharged from the hospital and is returning to a CDCR institution.

73. **Transfer Summary:** The written document which precedes or accompanies CDCR/CCHCS patient upon a CDCR/CCHCS patient's discharge from a hospital to a skilled nursing or intermediate care facility, Correctional Treatment Center, or to the distinct skilled nursing or intermediate care service unit of the hospital where continuing care will be provided. The transfer summary, signed by the attending physician, includes the following information relative to the CDCR/CCHCS patients: diagnosis, hospital course, medications, treatments, dietary requirements, rehabilitation potential known allergies, and treatment plan.

74. **Urgent Care:** A non-emergency admission or occurrence where timely evaluation and treatment is required for medical/psychiatric attention and/or hospitalization, but there is no immediate threat of loss of life or limb.

75. **Utilization Management (UM):** A strategy designed to ensure that health care expenditures are restricted to those that are needed and appropriate by reviewing CDCR/CCHCS patient medical records through the application of defined criteria and/or expert opinion. It assesses the efficiency of the health care process and the appropriateness of decision making related to the site of care, its frequency and its duration, through prospective, concurrent, and retrospective utilization reviews.

76. **Vendor:** "Vendor" is used synonymously with "Contractor." A party contracting with CDCR/CCHCS; the person or company providing services via a contractual arrangement.

77. **Warden:** A peace officer responsible for managing the overall operation of a state correctional institution for adult felons. The Warden is responsible for formulating and executing the incarcerated person's program for the care, treatment, training, discipline, custody, and employment of incarcerated persons.

Recitals – STANDARD RISK

A. This Contract (Agreement) constitutes a Business Associate (BA) relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 C.F.R. Parts 160 and 164 (collectively, the HIPAA regulations).

B. The California Department of Corrections and Rehabilitation, California Correctional Health Care Services (CCHCS) wishes to disclose to the BA certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information (PHI) and confidential information protected by federal and/or state laws.

C. PHI means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time. Confidential Information means information protected by federal and/or state laws identified in this Agreement.

D. Unsecured PHI means PHI that has not been rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified in guidance from the Secretary of the U.S. Department of Health and Human Services (HHS).

E. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of CCHCS PHI or interference with system operations in the BA's information system.

F. As set forth in this Agreement, the Contractor is the BA of CCHCS that provides services, medical items for identified patients, arranges, performs or assists in the performance of functions or activities on behalf of CCHCS and creates, receives, maintains, transmits, uses or discloses PHI.

G. CCHCS and the BA desire to protect the privacy and provide for the security of PHI and confidential information created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, in compliance with HIPAA, HIPAA regulations, and other applicable laws.

H. The purpose of the Business Associate Agreement (BAA) is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations.

I. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in the HIPAA regulations.

In exchanging information pursuant to this Agreement, the parties agree as follows:

1. Permitted Uses and Disclosures of PHI by Business Associate

A. ***Permitted Uses and Disclosures.*** Except as otherwise indicated in this Agreement, the BA may use or disclose PHI only to perform functions, activities or services specified in this Agreement or as necessary to perform the BA obligations under the Agreement to which this BAA is attached, for, or on behalf of CCHCS, provided that such use or disclosure would not violate the HIPAA regulations, if done by CCHCS.

B. ***Specific Use and Disclosure Provisions.*** Except as otherwise indicated in this Agreement, the BA may:

1) ***Use and disclose for management and administration.*** Use and disclose PHI for the proper management and administration of the BA or to carry out the legal responsibilities of the BA, provided that disclosures are required by law, or the BA obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the BA of any instances of which it is aware that the confidentiality of the information has been breached.

2) ***Provision of Data Aggregation Services.*** Use PHI to provide data aggregation services to CCHCS. Data aggregation means the combining of PHI created or received by the BA on behalf of CCHCS with PHI received by the BA in its capacity as the BA of another covered entity, to permit data analyses that relate to the health care operations of CCHCS.

3) De-identify any and all PHI received by the BA under this BAA, provided that the de-identification conforms to the requirements of the Privacy Rule.

2. Responsibilities of Business Associate

BA agrees:

A. ***Nondisclosure.*** Not to use or disclose PHI other than as permitted or required by this Agreement or as required by law. BA acknowledges that in some circumstances, BA's staff or contractors working on certain confidential or sensitive CCHCS projects relating to correctional security may be requested to execute a non-redisclosure agreement with respect to such confidential or sensitive information which may not be redisclosed. If a non- redisclosure agreement is signed by any BA staff or contractor, such document shall be retained by the BA for 6 (six) years following termination of the contract timeframe to which this BAA is attached.

B. ***Safeguards.*** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of CCHCS; and to prevent use or disclosure of PHI other than as provided for by this Agreement. BA shall develop and maintain a written information privacy and security program that includes administrative, physical, and technical safeguards appropriate to the size and complexity of the BA's operations and the nature and scope of its activities, and which incorporates the requirements of section C, Security, below. Upon written request, the BA will provide CCHCS with an attestation that its current and regularly updated internal privacy and information security policies comply with this requirement. And, if applicable, to the extent the BA stores CCHCS PHI, CCHCS retains the right to inspect the BA's information privacy and security program if the BA does not provide an attestation within a reasonable timeframe to respond to the attestation request.

C. ***Security.*** To take the reasonably necessary steps to ensure the continuous security of all computerized data systems containing Covered Entity's PHI and provide data security procedures for the use of CCHCS at the end of the contract period. These steps shall include, at a minimum:

1) Complying with all of the data system security precautions listed in this Agreement or in an Exhibit incorporated into this Agreement; and

2) To the extent applicable, achieve and maintain compliance with the HIPAA Security Rule (45 CFR Parts 160 and 164), in conducting operations on behalf of CCHCS under this agreement.

3) If the BA stores CCHCS PHI, the BA will comply with the safeguard provisions provided at https://www.dgs.ca.gov/Resources/SAM/TOC/5300/5300-5 as provided in the Department's Information Security Policy, embodied in the Security and Risk Management Policy in the Information Technology Section of the State Administrative Manual (SAM), § 4840 et seq., Information Security Policy in SAM § 5300, et. seq. and State Information Management Manual (SIMM) § 5300 et. seq. If the above safeguard standards change, and after the BA receives notice of any changes, the BA agrees to work in good faith to determine if the BA can comply with the changes, and if the BA determines that it cannot comply with the changes, CCHCS and the BA agree that this BAA and underlying agreements with CCHCS may be immediately terminated by either party.

4) Background Check. Before a member of the workforce may access CCHCS PHI and depending on the nature of the scope of work, a thorough background check of that workforce member may be conducted (i.e. LiveScan), with evaluation of the results to assure that there is no indication that the workforce member may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

5) The BA shall designate an Information Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with CCHCS.

D. ***Mitigation of Harmful Effects***. To mitigate, to the extent practicable, any harmful effects known to the BA of a use or disclosure of PHI by the BA or its subcontractors in violation of the requirements of this Agreement.

E. ***BA's Agents***. If the BA subcontracts the services under the agreement to which this BAA is attached, ensure that any agents, including subcontractors, to whom the BA provides PHI received from or created or received by the BA on behalf of CCHCS, agree to the same restrictions and conditions that apply to the BA with respect to such PHI, including implementation of reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI; and to incorporate, when applicable, the relevant provisions of this Agreement into each subcontract or with agents or subcontractors.

F. ***Availability of Information to* CCHCS *and Individuals***. To provide access as CCHCS may require, and in the time and manner designated by CCHCS (upon reasonable notice and during BA's normal business hours) to PHI in a Designated Record Set, to CCHCS (or, as directed by CCHCS), to an Individual, in accordance with 45 C.F.R. § 164.524. Designated Record Set means the group of records maintained for CCHCS that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for CCHCS health plans; or those records used to make decisions about individuals on behalf of CCHCS. The BA shall use the forms and processes developed by CCHCS for this purpose and shall respond to requests for access to records transmitted by CCHCS within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.

G. ***Amendment of PHI***. To make any amendment(s) to PHI that CCHCS directs or agrees to pursuant to 45 C.F.R. § 164.526, in the time and manner designated by CCHCS.

H. ***Internal Practices***. To make BA's internal practices, books and records relating to the use and disclosure of PHI received from CCHCS or created or received by BA on behalf of CCHCS, available to CCHCS or to the Secretary of the U.S. Department of HHS in a time and manner designated by CCHCS or by the Secretary of the U.S. Department of HHS, for purposes of determining CCHCS compliance with the HIPAA regulations.

I. ***Documentation of Disclosures***. To document and make available to CCHCS (within 14 calendar days) or (at the direction of CCHCS) to an Individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with 45 C.F.R. § 164.528.

J. ***Notification of Patient Confidential Communications.*** Notify CCHCS within two (2) business days of any patient (or patient's representative) preferences (or changes to) regarding method of or how to communicate with the patient.

K. ***Notification of Information Security Incidents, Investigation, and Written Reporting***.

1) ***Discovery of Information Security Incident***. To notify CCHCS ***immediately by telephone call plus email/electronic communication*** upon the discovery of an information security incident involving the privacy of or security of PHI in computerized form if the PHI was, or is reasonably believed to have been, acquired by an unauthorized person, or ***within 24 hours by email/electronic communication*** of any suspected security incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the CCHCS contract manager, the CCHCS Chief Privacy Officer, and the CCHCS Chief Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notification shall be provided by calling the CCHCS ITSD Solution Center at **1-888-735-3470**. The BA shall take:
   i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment, including potential claims or exemptions or exceptions following mitigation; and
   ii. Any and all actions pertaining to such unauthorized disclosures required by applicable Federal and State laws and regulations.

2) ***Investigation of Information Security Incident and Status Reporting to CCHCS***. To immediately investigate such information security incident, breach, or unauthorized use or disclosure of PHI. Within 72 hours of the discovery, to notify and provide the status of the investigation to the CCHCS contract manager(s), the CCHCS Chief Privacy Officer, and the CCHCS Chief Information Security Officer of:
   i. What data elements were involved and the extent of the data involved in the breach,
   ii. A description of the unauthorized persons known or reasonably believed to have improperly used, disclosed, or received PHI,
   iii. A description of where the PHI is believed to have been improperly transmitted, sent, or utilized,
   iv. A description of the probable causes of the improper use or disclosure; and
   v. Whether Civil Code § 1798.29 or § 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered.

   Notwithstanding the above, the BA shall not be obligated to report unsuccessful attempts to penetrate computer networks or servers that do not result in loss of data or degradation of computer networks or services, unless, if applicable, the BA stores CCHCS PHI and the unsuccessful attempts involve CCHCS PHI.

3) ***Written Report.*** To provide an initial written report of the investigation to the CCHCS contract managers, the CCHCS Chief Privacy Officer, and the CCHCS Chief Information Security Officer within ten (10) calendar days of the information security incident, discovery of the breach, or discovery of unauthorized use, disclosure, or receipt. The report shall be in the form and manner required by CCHCS and includes, but is not limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. The initial report shall be submitted using the CCHCS Information Security Incident Report (ISIR) for external entities available at https://cchcs.ca.gov/wp-content/uploads/sites/60/ITSD/CCHCS-ISIR.pdf.

   The ISIR shall be emailed to the CCHCS Information Security Office at CCHCS-ISO@cdcr.ca.gov. The BA shall provide reasonable cooperation and work with CCHCS in good faith as the investigation progresses, and at the request of CCHCS. CCHCS retains all rights as the Covered Entity to review the sufficiency of the BA's proposed notice, investigation activities regarding CCHCS PHI incidents, or reporting of information security incidents involving CCHCS PHI.

4) ***Notification of Individuals.*** To the extent a determination has been made that patient notification is required in a breach involving the BA, the parties agree to work together in good faith to determine the responsible party and any cost associated with such notification. Provided however, nothing shall excuse the obligations on the BA as required under law. The BA shall pay any such costs of notifications or the costs associated with the breach if the breach is determined to be solely the responsibility of the BA or their subcontractor. The CCHCS contract managers, the CCHCS Chief Privacy Officer, and the CCHCS Chief Information Security Officer shall approve the time, manner and content of any such notifications prior to release of the notification. When a determination is made that patient notification is required in a breach involving the BA, both parties agree to cooperate on the notification language.

5) ***CCHCS Contact Information.*** To direct communications to the above referenced CCHCS staff, the Contractor shall initiate contact as indicated herein CCHCS reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Agreement.

CCHCS Contract Manager	**CCHCS Chief Privacy Officer**	**CCHCS Chief Information Security Officer**
See Exhibit A for Contract Manager information See the Scope of Work exhibit for Program Contract Manager Information	Chief Privacy Officer California Correctional Health Care Services P.O. Box 588500 Elk Grove, CA 95758 Email: Privacy@cdcr.ca.gov Telephone: 1-877-974-4722	Chief Information Security Officer CCHCS Information Technology Services Division P.O. Box 588500 Elk Grove, CA 95758 Email: CCHCS-ISO@cdcr.ca.gov Telephone: 916-691-3243

L. ***Employee Training and Discipline.*** If the BA requires access to CCHCS's systems, then the BA agrees to train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities on behalf of CCHCS under this Agreement and use or disclose PHI and discipline such employees who intentionally violate any provisions of this Agreement, including additional training, progressive discipline, removal, or up to and including termination if warranted by the facts. In complying with the provisions of this section L, the BA shall observe the following requirements:

1) The BA shall provide information privacy and security training, at least every twelve (12) calendar months, at its own expense, to all its employees who assist in the performance of functions or activities on behalf of CCHCS under this Agreement and use or disclose PHI.

2) The BA shall document the employee's name and the date on which the training was completed and retain such documentation. Upon written request of CCHCS, the BA shall certify to CCHCS that such employees that provide services under the Agreement to which this BAA is attached have completed the training indicated above for CCHCS inspection for a period of three years following contract termination and shall provide copies of training certifications to CCHCS on request.

3. Obligations of CCHCS

CCHCS agrees to:

A. ***Notice of Privacy Practices***. Provide the BA with the Notice of Privacy Practices that CCHCS produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice. To ensure Notice of Privacy Practices to patients allows for the provisions of PHI to BA.

B. ***Permission by Individuals for Use and Disclosure of PHI***. Provide the BA with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the BA's permitted or required uses and disclosures. If BA staff or contractors execute a non-redisclosure agreement pursuant to section 2A above, CCHCS shall review those agreements on an annual basis to determine whether such access remains appropriate.

C. ***Notification of Restrictions***. Notify the BA of any restriction to the use or disclosure of PHI that CCHCS has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect the BA's use or disclosure of PHI.

D. ***Notification of Patient Confidential Communications.*** Notify the BA (within 2 calendar days of request) of any patient (or patient's representative) preferences (or changes to) regarding the method of or how to communicate with the patient.

E. ***Requests Conflicting with HIPAA Rules***. Not request the BA to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations.

4. Audits, Inspection and Enforcement

If the BA saves or stores CCHCS PHI on BA's systems, then from time to time, CCHCS may request, and the BA shall provide, the necessary information, books, and records of the BA pertaining to CCHCS PHI to enable CCHCS to monitor compliance with this Agreement. The BA shall promptly remedy any violation of any provision of this Agreement and shall certify the same to the CCHCS Chief Privacy Officer in writing. The fact that CCHCS, or its state oversight agency or federal oversight agency inspects, or fails to inspect, or has the right to inspect the BA does not relieve the BA of its responsibility to comply with this Agreement, nor does CCHCS':

A. Failure to detect; or

B. Detection, but failure to notify the BA or require the BA's remediation of any unsatisfactory practices does not constitute acceptance of such practice or a waiver by CCHCS of any of its inspection and/or enforcement rights under this Agreement.

The BA may meet this requirement by providing a SOC2 certificate of compliance or other certificate of compliance to nationally recognized information security standards and procedures by an accreditation body acceptable to CCHCS. The BA shall ensure SOC2 or other compliance certificates are valid and in effect for the duration of any contract to which this BAA attaches.

5. Termination

A. ***Termination for Cause****.* Upon CCHCS knowledge of a material breach of this Agreement by the BA, CCHCS shall:

1) Provide an opportunity for the BA to cure the breach or end the violation and terminate this Agreement if the BA does not cure the breach or end the violation within the time specified by CCHCS;

2) Immediately terminate this Agreement if the BA has breached a material term and cure is not possible; or

3) If neither cure nor termination is feasible, report the violation to the Secretary of the U.S. Department of HHS.

B. ***Judicial or Administrative Proceedings****.* The BA will notify CCHCS if it is named as a defendant in a criminal proceeding for a violation of HIPAA. CCHCS may terminate this Agreement if the BA is found guilty of a criminal violation of HIPAA. CCHCS may terminate this Agreement if a finding or stipulation that the BA has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the BA is a party or has been joined.

C. ***Effect of Termination****.* Upon termination or expiration of this Agreement for any reason, the BA shall return or destroy all PHI received from CCHCS (or created or received by the BA on behalf of CCHCS) that BA still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, shall continue to extend the protections of this Agreement to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of the BA.

6. Miscellaneous Provisions

A. ***Disclaimer****.* CCHCS makes no warranty or representation that compliance by the BA with this Agreement, HIPAA or the HIPAA regulations will be adequate or satisfactory for the BA's own purposes or that any information in the BA's possession or control, or transmitted or received by the BA, is or will be secure from unauthorized use or disclosure. The BA is solely responsible for the safeguarding of PHI solely transferred to it under applicable federal or state law.

B. ***Amendment****.* The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon CCHCS request, the BA agrees to promptly enter into negotiations with CCHCS concerning an amendment to this Agreement confirming written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. CCHCS may terminate this Agreement upon thirty (30) days written notice in the event:

1) The BA does not promptly enter into negotiations to amend this Agreement when requested by CCHCS pursuant to this Section, or

2) The BA does not enter into an amendment providing assurances regarding the safeguarding of PHI that CCHCS in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

C. ***Assistance in Litigation or Administrative Proceedings****.* If the BA stores CCHCS PHI*,* the BA shall make itself available, and, if applicable, any subcontractors, employees or agents assisting the BA in the performance of its obligations under this Agreement, relating to the BA's internal practices, books and records relating to the use and disclosure of PHI received from or created or received by the BA on behalf of CCHCS to the Secretary of the U.S. Department of HHS, and if the BA stores CCHCS PHI to the Center for Data Insights and Innovation, the California Department of Public Health, or other administrative oversight proceeding or litigation, for the purposes of determining CCHCS' or the BA's compliance with the Privacy Rule, the Security Rule, and the Breach Notification Rule, subject to any applicable legal privileges.

D. ***No Third-Party Beneficiaries****.* Nothing express or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than CCHCS or the BA and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

E. ***Interpretation*****.** The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

F. ***Regulatory References****.* A reference in the terms and conditions of this Agreement to a section in the HIPAA regulations means the section in effect or as amended during the Agreement term.

G. ***Survival****.* The respective rights and obligations of the BA under Section 6.C of this Agreement shall survive the termination or expiration of this Agreement.

H. ***No Waiver of Obligations***. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

INFORMATION SECURITY AGREEMENT (ISA)

1. Introduction and Purpose

a. This Information Security Agreement (ISA) outlines the Service Provider requirements for the collection, maintenance, and dissemination of any information that identifies or describes an individual in conjunction with the performance of services provided to CCHCS under any contract, purchase document, Memorandum of Understanding, or any other transaction involving information receipt or information exchange between CCHCS and the Service Provider.

b. This ISA does not substitute for any other addendum, attachment, exhibit or obligation with respect to protected health information and the applicability of and requirement to comply with the Health Information Portability and Accountability Act of 1996 (HIPAA) P.L. No. 104-191, 110 Stat. 1938 (1996), including the HIPAA Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

2. Definitions

a. The term “personal information” means any information that is maintained by an agency that identifies or describes an individual, including, but not limited to, his or her name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It includes statements made by, or attributed to, the individual under the provisions of the California Information Practices Act (Civil Code Section 1798.3 et Seq.).

b. The term “public information” means information maintained by state agencies that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code Sections 7920.000- 7931.000) or other applicable state or federal laws.

c. The term “confidential information” means information maintained by state agencies that is exempt from disclosure under the provisions of the California Public Records Act (Government Code Sections 7920.000- 7931.000) or has restrictions on disclosure in accordance with other applicable state or federal laws.

d. The term “sensitive information” means any public information or confidential information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion as identified in Information Security Program Management Standard 5305-A of the California Statewide Information Management Manual (SIMM).

e. The term “service provider” means any vendor, contractor, subcontractor, or third party, including employees, independent contractors or consultants providing any service to CCHCS under this ISA.

3. Acknowledgments

a. As an entity engaged in a contract, agreement, memorandum of understanding (MOU) and/or information receipt and/or information exchange with CCHCS, you (herein referred

to as the Service Provider) acknowledge and agree that in the course of contract, agreement, MOU by and as indicated beyond, Service Provider shall comply with applicable United States and California laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code, Section 431.300 et seq. of Title 42, Code of Federal Regulations, the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to Section 1320 d et seq., of Title 42, United States Code and its implementing regulations (including but not limited to Title 45, CFR, Parts 160, 162 and 164) regarding the confidentiality and security of individually identifiable health information (IIHI), California Medical Information Act, Lantermann-Petris-Short Act, Alcohol Substance and Abuse Act, California Public Records Act, California Information Practices Act of 1977, the California State Administrative Manual and its associated regulations, mandates, budget letters and memorandums, and the State Information Management Manual.

4. Standard of Care

a. Service Provider acknowledges and agrees that, in the course of its engagement by CCHCS, Service Provider may receive or have access to sensitive and/or private information.

b. Service Provider shall comply with the terms and conditions set forth in this ISA regarding creation, collection, receipt, management, sharing, exchanging, transmission, storage, disposal, use and disclosure of sensitive and confidential information.

c. Service Provider shall be responsible for, and remain liable to, CCHCS for the actions of unauthorized employees, contractors and subcontractors concerning the treatment of CCHCS related sensitive and confidential information, as if they were Service Provider's own actions.

d. In recognition of the foregoing, Service Provider acknowledges and agrees it shall:

   i. Treat sensitive and confidential information with such degree of care required by federal and state requirements including but not limited to the United States National Institute for Standards and Technology and the State Administrative Manual Chapter 5300.

   ii. Collect, use and disclose sensitive and confidential information solely and exclusively for the purposes for which the information, or access to it, is provided pursuant to the terms and conditions of this ISA;

   iii. Not use, sell, rent, transfer, distribute, or otherwise disclose or make available sensitive or confidential information for the benefit of anyone other than CCHCS without CCHCS's prior written consent.

5. Responsibilities of the Service Provider

a. The Service Provider is obligated to ensure the following:

i. Safeguards. To prevent the unauthorized creation, use, management, transfer, distribution, storage, etc. other than as provided for by this ISA. The Service Provider shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of the Service Provider's operations and the nature and scope of its activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the CCHCS information it creates, receives, maintains, or transmits; and prevent the use or disclosure of CCHCS information other than as provided for by this ISA. The Service Provider shall provide CCHCS with information concerning such safeguards as CCHCS may reasonably request from time to time.

ii. The Service Provider shall restrict logical and physical access to CCHCS sensitive and confidential information to authorized users only.

iii. The Service Provider shall implement appropriate authentication methods to ensure information system access to sensitive and confidential information. If passwords are used in user authentication (e.g., username/password combination), the Service Provider shall implement strong password controls on all compatible computing systems (including hand held and mobile devices) that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-53 Rev. 5 and NIST Special Publication 800-171 Rev. 3.

b. The Service Provider shall implement the following security controls on each server, workstation, or portable (e.g., laptop computer) computing device that processes or stores sensitive or confidential information:

i. Install a network-based firewall and/or personal firewalls;

ii. Continuously update anti-virus software on all systems;

iii. Institute a patch-management process including installation of all operating system/software vendor security patches; and

iv. Encrypt all confidential, personal, or sensitive data stored on portable electronic media (including but not limited to CDs and thumb drives) and on computing devices (including but not limited to laptop computers, cell phones, and tablets) with a solution that uses proven industry standard encryption algorithms.

c. The Service Provider shall not transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network unless employing encryption methodologies. CCHCS' minimum encryption standard for internet transport is AES-256, leveraging SHA-1 or stronger hash algorithms in conjunction with the use of strong passwords to ensure the security of CCHCS data.

d. Mitigation of Harmful Effects. To the extent practicable, Service Provider will mitigate harmful effects known to the Service Provider of a use or disclosure of sensitive and/or confidential information by the Service Provider or its sub-Service Providers.

e. Agents and Contractors or Subcontractors of the Service Provider. To ensure any agent, including a contractor or subcontractor to the Service Provider that provides CCHCS information or created or received by the agent, contractor or subcontractor for the purposes of this contract, Service Provider shall ensure that such agents, contractors or subcontractors comply with the same restrictions and conditions in this ISA that apply to the Service Provider with respect to such information.

f. Notification of Electronic Breach or Improper Disclosure. During the term of this ISA, Service Provider shall notify CCHCS within 24 hours upon discovery of any probable breach of sensitive or confidential information where (1) the information is reasonably believed to have been acquired by an unauthorized person and/or (2) reasonably believed to have an effect of more than 499 people/identities. Immediate notification shall be made to the CCHCS Chief Information Security Officer, Information Security Officer and/or their designee(s). Service Provider shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations while at the same time preserving evidence for investigation. Service Provider shall investigate such breach and provide a written report of the investigation to the CCHCS Information Security Officer, postmarked or emailed within eight (8) business days of the discovery of the breach.

g. Employee Training and Discipline. To train and use reasonable measures to ensure compliance with the requirements of this ISA by employees who assist in the performance of functions or activities under this ISA and use or disclose CCHCS information; and have in place a disciplinary process for such employees who intentionally violate any provisions of this ISA, up to and including termination of employment as required by law or policy.

h. Audits, Inspection and Enforcement. From time to time, CCHCS may inspect the facilities, systems, books and records of Service Provider to monitor compliance with this ISA. Service Provider shall promptly remedy any violation of any provision of this ISA and shall certify the same to the CCHCS Information Security Officer in writing. The fact that CCHCS inspects, or fails to inspect, or has the right to inspect, Service Provider's facilities, systems and procedures does not relieve Service Provider of its responsibilities to comply with this ISA. CCHCS's failure to detect or detection, but failure to notify Service Provider or require Service Provider's remediation of any unsatisfactory practice, does not constitute acceptance of such practices or a waiver of CCHCS's enforcement rights under this ISA.

6. Termination

a. Termination for Cause. Upon CCHCS's knowledge of a material breach of this ISA by Service Provider, CCHCS shall either:

   i. Provide an opportunity for Service Provider to cure the breach or end the violation and terminate this ISA if Service Provider does not cure the breach or end the violation within the time specified by CCHCS.

   ii. Immediately terminate this ISA if Service Provider has breached a material term of this ISA and cure is not possible; or

iii. If neither cure nor termination is feasible, the CCHCS Information Security Officer shall report the violation to the CCHCS Chief Privacy Officer and Director of the CCHCS Legal Office.

b. Judicial or Administrative Proceedings. CCHCS may terminate this ISA, effective immediately, if (i) Service Provider is found liable in a civil matter; or (ii) found guilty in a criminal matter proceeding for a violation of federal or state law, rules and/or regulations, in particular within the nature of information confidentiality and protection.

c. Effect of Termination. Upon termination or expiration of this ISA for any reason, Service Provider shall return or destroy all CCHCS information received from CCHCS that Service Provider still maintains in any form, and shall retain no copies of such information; or, if return or destruction is not feasible, it shall continue to extend the protections of this ISA to such information, and limit further use of such information to those purposes that make the return or destruction of such information infeasible. This provision shall apply to information that is in the possession of contractors to the Service Provider and/or agents of the Service Provider.

HEARING AID DEVICES

LIST OF PARTICIPATING CDCR INSTITUTIONS

Institution
Avenal State Prison (ASP) 1 Kings Way Avenal, CA 93204-9708 (559) 386-0587 Ext. 7426; Fax (559) 386-7450
Centinela State Prison (CEN) 2302 Brown Road Imperial, CA 92251 (760) 337-7900 Ext. 7045; Fax (760) 482-3004
California Correctional Institution (CCI) 24900 Highway 202 Tehachapi, CA 93561-5558 (661) 822-4402 Ext. 3289
California Health Care Facility – Stockton (CHCF) 7707 Austin Road Stockton, CA 95215-8312 (209) 467-2500
California Institution for Men (CIM) 14901 Central Avenue Chino, CA 91710-9500 (909) 597-1821 Ext. 6533; Fax (909) 606-7009
California Institution for Women (CIW) 16756 Chino-Corona Road Corona, CA 92880-9508 (909) 597-1771 Ext. 3702; Fax (909) 606-4925
California Medical Facility (CMF) 1600 California Drive Vacaville, CA 95687 (707) 448-6841 Ext. 2601
California Men's Colony (CMC) Highway 1 San Luis Obispo, CA 93409-0001 (805) 547-7675; Fax (805) 547-7520

Institution
California State Prison – Corcoran (COR) 4001 King Avenue Corcoran, CA 93212-9611 (559) 992-8800 Ext. 6924; Fax (559) 992-9423
California State Prison – Los Angeles County (LAC) 44750 60th Street West Lancaster, CA 93536-7619 (661) 729-2000 Ext. 7879; Fax (661) 723-8331
California State Prison – Sacramento (SAC) 100 Prison Road Represa, CA 95671-3000 (916) 985-8610 Ext. 6554
San Quentin Rehabilitation Center (SQ) 1 Main Street San Quentin, CA 94964 (415) 721-3506
California State Prison – Solano (SOL) 2100 Peabody Road Vacaville, CA 95687-6639 (707) 451-0182 Ext. 5333; Fax (707) 454-3202
California Substance Abuse Treatment Facility and State Prison, Corcoran (SATF) 900 Quebec Avenue Corcoran, CA 93212-9715 (559) 992-7100 Ext. 5734; Fax (559) 992-7542
Calipatria State Prison (CAL) 7018 Blair Road Calipatria, CA 92233-9633 (760) 348-7000 Ext. 5450

Institution
Central California Women's Facility (CCWF) 23370 Road 22 Chowchilla, CA 93610-8504 (559) 665-5531 Ext. 7714; Fax (559) 665-8199
Correctional Training Facility (CTF) Highway 101 North Soledad, CA 93960 (831) 678-3951 Ext. 4103; Fax (831) 678-5882
Folsom State Prison (FSP) 300 Prison Road Represa, CA 95671-3001 (916) 985-2561 Ext. 4760; Fax (916) 351-3001
High Desert State Prison (HDSP) 475-750 Rice Canyon Road Susanville, CA 96130 (530) 251-5100 Ext. 5456
Ironwood State Prison (ISP) 19005 Wiley's Well Road Blythe, CA 92225-2287 (760) 921-3000 Ext. 6713
Kern Valley State Prison (KVSP) 3000 West Cecil Avenue Delano, CA 93215-1821 (661) 721-6300 Ext. 5988; Fax (661) 721-6377
Mule Creek State Prison (MCSP) 4001 Highway 104 Ione, CA 95640 (209) 274-4911 Ext. 6656; Fax (209) 274-5024
North Kern State Prison (NKSP) 2737 West Cecil Avenue Delano, CA 93215-1821 (661) 721-2345 Ext. 6012

Institution
Pelican Bay State Prison (PBSP) 5905 Lake Earl Drive Crescent City, CA 95532-0001 (707) 465-1000 Ext. 7002; Fax (707) 465-9127
Pleasant Valley State Prison (PVSP) 24863 West Jayne Avenue Coalinga, CA 93210-9502 (559) 935-4900 Ext. 5720; Fax (559) 935-4977
Richard J. Donovan Correctional Facility (RJD) 480 Alta Road San Diego, CA 92179-0001 (619) 661-6500 Ext. 8670; Fax (619) 661-7502
Salinas Valley State Prison (SVSP) 31625 Highway 101 Soledad, CA 93960-9529 (831) 678-5500 Ext. 6058; Fax (831) 678-5504
Sierra Conservation Center (SCC) 5100 O'Byrnes Ferry Road Jamestown, CA 95327-9102 (209) 984-5291 Ext. 5560; Fax (209) 984-0151
Valley State Prison (VSP) 21633 Avenue 24 Chowchilla, CA 93610-9650 (559) 665-6100 Ext. 6898; Fax (559) 665-8943
Wasco State Prison – Reception Center (WSP) 701 Scofield Avenue Wasco, CA 93280-7515 (661) 758-8400 Ext. 6561; Fax (661) 758-7088

HEARING AID DEVICES
CALIFORNIA STATE INSTITUTIONS MAP

For more information, visit our website
www.cchcs.ca.gov, or contact us: toll-free
(877) 793-4473 MedCareers@cdcr.ca.gov

ATTACHMENT 1
REQUIRED ATTACHMENTS CHECKLIST

Bidder's Name:
TBD

A complete bid package consists of all required items listed in the IFB and identified below. Place an "X" next to each Attachment you are submitting to the State and indicate the page number where the attachment can be found. For the bid to be considered responsive, all required Attachments must be submitted with this checklist on top.

Checklist				
Included	**Attachment Number**	**Attachment Name / Description**	**Attachment Required**	**Page Number**
☐	1	**Required Attachments Checklist**	Yes	
☐	2	**Bid/Bidder Certification Sheet**	Yes	
☐	3	**Bidder Declaration Form**	Yes	
☐	4	**DVBE Incentive Application Request**	If Applicable	
☐	5	**Darfur Contracting Act Certification**	If Applicable	
☐	6	**California Civil Rights Laws Certification**	Yes	
☐	7	**Contractor Certification Clauses**	Yes	
☐	8	**Iran Contracting Act**	Yes	
☐	9	**Payee Data Record**	Yes	
☐	10	**Supplement Vendor Payee Data Record**	Yes	
☐	11	**Certificate of Good Standing**	Yes	
☐	12	**GenAI Disclosure & Factsheet**	Yes	
☐	13	**Bid Rate Sheet**	Yes	
☐	14	**Equipment Specifications**	Yes	

ATTACHMENT 2
BID/BIDDER CERTIFICATION SHEET

This sheet must be signed and returned along with all the Required Attachments and must bear a certified digital signature or scanned wet signature of a person authorized to bind the Bidder's firm.

The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.

An Unsigned Bid/Bidder Certification Sheet May Be Cause for Rejection

1. Organization/Company Name	2. Telephone Number	2a. Fax Number
3. Address		
Indicate your organization type: 4. ☐ Sole Proprietorship	5. ☐ Partnership	6. ☐ Corporation
Indicate the applicable employee and/or corporation number: 7. Federal Employee ID No.	8. California Corporation	
9. Indicate applicable license and/or certification information:		
10. Bidder's Name (Print)	11. Title	
12. **Signature**	13. Date	

14. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Certification (OSDC) as:

a. Small Business Enterprise
Yes ☐ No ☐
If yes, enter certification number: _____

b. Disabled Veteran Business Enterprise Yes ☐ No ☐
If yes, enter your service code below: _____

NOTE: A copy of your Certification is required to be included if either of the above items is checked **"Yes"**.

Date application was submitted to OSDS, if an application is pending: _____

ATTACHMENT 2
(Page 2 of 2)

Completion Instructions for Bid/Bidder Certification Sheet

Complete the numbered items on the Bid/Bidder Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your Federal Employee Tax Identification Number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Indicate applicable license and/or certification information that your firm possesses and that is required for the type of services being procured.
10, 11, 12, 13	Must be completed. These items are self-explanatory.
14	If certified as a Small Business Enterprise, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veteran Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSDC.

ATTACHMENT 3
BIDDER DECLARATION

To view the form, click on the heading. Contact Contract Management Team: m_DCCSContractMgmt@cdcr.ca.gov to request a hard copy.

ATTACHMENT 4
DVBE INCENTIVE APPLICATION REQUEST

Under the DVBE Incentive Regulations, CCR Title 2, Section 1896.99.100, I request the application of the DVBE Program Incentive to RFP 17MC-SA004 to determine if my firm may be in line for bid award.

a. I understand that the DVBE Incentive application will be applied using the "Low Cost Method" and cannot be used to achieve any applicable minimum point requirements.

b. I understand the DVBE firm(s) selected must provide a "Commercially Useful Function" as required under Government Codes 14837(d)(4) and Military and Veterans Code 999(b)(5)(B).

c. I understand I will be required to report my firm's DVBE activities quarterly to the DMHC Contract Unit.

d. I understand that subsequent amendments to the Agreement may require continued use of the identified DVBE firm if that contract amendment adds additional funding for continued services.

e. As the Proposing firm, I identify the following percentage of DVBE participation for this solicitation: _____ percent.

SECTION A - PROPOSING FIRM INFORMATION		
Firm Name:		
Firm Representative:	Title:	
Firm Address:		
City:	State:	Zip:
Firm Telephone:		
Firm Email Contact:		

SECTION B - PROPOSED DVBE FIRM		
DVBE Firm Name:		
Firm Representative:	Title:	
Firm Address:		
City:	State:	Zip:
Firm Telephone:	Firm Fax:	
Firm Email Contact:		
DVBE Certification:	DGS OSDS No.:	Date of Expiration:
Services to be Performed:		

Proposer Instructions:

1. Complete information in Section A.
2. Fax this form to DVBE firm(s) to complete Section B.
3. Instruct the DVBE firm(s) to provide a copy of their DGS Office of Small and DVBE Services Certification.
4. This form must be included with your proposal to be considered for the DVBE Incentive application.

ATTACHMENT 5

DARFUR CONTRACTING ACT CERTIFICATION

To view the form, click on the heading. Contact Contract Management Team: m_DCCSContractMgmt@cdcr.ca.gov to request a hard copy.

ATTACHMENT 6

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

To view the form, click on the heading. Contact Contract Management Team: m_DCCSContractMgmt@cdcr.ca.gov to request a hard copy.

ATTACHMENT 7

CONTRACTOR CERTIFICATION CLAUSES

To view the form, click on the heading. Contact Contract Management Team: m_DCCSContractMgmt@cdcr.ca.gov to request a hard copy.

ATTACHMENT 8
IRAN CONTRACTING ACT

To view the form, click on the heading. Contact Contract Management Team: m_DCCSContractMgmt@cdcr.ca.gov to request a hard copy.

Print Form | Reset Form

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD

ATTACHMENT 9

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

Section 1 – Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

CITY, STATE, ZIP CODE	E-MAIL ADDRESS

Section 2 – Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

- ☐ **SOLE PROPRIETOR / INDIVIDUAL**
- ☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*
- ☐ **PARTNERSHIP**
- ☐ **ESTATE OR TRUST**

CORPORATION (see instructions on page 2)

- ☐ **MEDICAL** *(e.g., dentistry, chiropractic, etc.)*
- ☐ **LEGAL** *(e.g., attorney services)*
- ☐ **EXEMPT** *(e.g., nonprofit)*
- ☐ **ALL OTHERS**

Section 3 – Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity), in which the sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity), in which the sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

___ ___ ___ -___ ___ - ___ ___ ___ ___

OR

Federal Employer Identification Number (FEIN)

___ ___ - ___ ___ ___ ___ ___ ___ ___

Section 4 – Payee Residency Status (See instructions)

☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.

☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.

- ☐ No services performed in California
- ☐ Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE	TITLE	E-MAIL ADDRESS

SIGNATURE	DATE	TELEPHONE *(include area code)*

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE	UNIT/SECTION
California Correctional Health Care Services (CCHCS)	Direct Care Contracts Section/Contract Support Team

MAILING ADDRESS	FAX	TELEPHONE *(include area code)*
P.O. Box 588500	N/A	(916) 691-0698

CITY	STATE	ZIP CODE	E-MAIL ADDRESS
Elk Grove	CA	95758	m_ContractSupport@cdcr.ca.gov

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form1099).
NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.
Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)…	THEN Select the Box for…
Individual ● Sole Proprietorship ● Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships ● Limited Liability Partnerships (LLP) ● and, LLC treated as a Partnership	Partnerships
Estate ● Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc. ● LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) ● LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above ● LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
  - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov
For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signe e can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to $20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

STATE OF CALIFORNIA
DEPARTMENT OF CORRECTIONS AND REHABILITATION
Rev. 05/1/2021

ATTACHMENT 10

SUPPLEMENT VENDOR PAYEE DATA RECORD FORM

Form to be completed by Vendor.

LEGAL NAME OF BUSINESS
DBA
FEIN OR SSN NUMBER

BUSINESS PHYSICAL ADDRESS

STREET
CITY

STATE	ZIP

REMIT TO INFORMATION
(WHERE YOU WANT YOUR PAYMENTS SENT. ADDRESS MUST MATCH REMIT TO ADDRESS ON INVOICE.)

COMPANY NAME
STREET(P.O. Box)
CITY

STATE	ZIP

CONTACT INFORMATION

SALES CONTACT PERSON	ACCOUNTING CONTACT PERSON
TITLE	TITLE
PHONE	PHONE
FAX	FAX

SALES E-MAIL ADDRESS
WEB-SITE ADDRESS:

PURCHASING INFORMATION

☐ SERVICE TYPE OF SERVICE PROVIDED:

☐ COMMODITY TYPE OF PRODUCT PROVIDED:

STATE OF CALIFORNIA
DEPARTMENT OF CORRECTIONS AND REHABILITATION
Rev. 05/1/2021

SUPPLEMENT VENDOR PAYEE DATA RECORD FORM

BUSINESS DESIGNATION
(Fill out only if registered with the Dept. of General Services)

☐ SMALL BUSINESS (SB)	CERTIFICATION # -	EXPIRATION DATE
☐ MICRO BUSINESS (MB)	CERTIFICATION # -	EXPIRATION DATE
☐ DVBE BUSINESS	CERTIFICATION # -	EXPIRATION DATE
☐ SMALL BUSINESS PUBLIC WORK	CERTIFICATION # -	EXPIRATION DATE
☐ NP VETERAN SERVICE AGENCY	CERTIFICATION # -	EXPIRATION DATE
☐ NON-PROFIT RECOGNITION	CERTIFICATION # -	EXPIRATION DATE

TAX INFORMATION
(Fill out if you expect a 1099 at the end of the year)

WITHHOLDING TAX INFORMATION

- ☐ RENTS
- ☐ ROYALTIES
- ☐ OTHER INCOME (PRIZED, AWARDS)
- ☐ FISHING BOAT PROCEEDS
- ☐ MEDICAL AND HEALTHCARE PAYMENTS
- ☐ NONEMPLOYEE COMPENSATION
- ☐ SUBSTITUTE PAYMENTS (DIVIDENDS/INTEREST)
- ☐ DIRECT SALES
- ☐ CROP INSURANCE PROCEEDS
- ☐ EXCESS GOLDEN PARACHUTE PAYMENTS
- ☐ GROSS PROCEEDS PAID TO AN ATTORNEY
- ☐ STATE TAX WITHHELD

TYPE OF RECIPIENT (PLEASE SELECT ONE/ SHOULD MATCH SECTION 3 OF STD 204)

- ☐ CORPORATION (REGULAR)---------- **(SELECT "ALL OTHERS" ON 204)**
  - ☐ MEDICAL CORPORATION--------- **(SELECT "MEDICAL" ON 204)**
  - ☐ LEGAL CORPORATION---------- **(SELECT "LEGAL" ON 204)**
  - ☐ NON-PROFIT CORP.----- **(SELECT "EXEMPT(N. PROF)" ON 204)**
  - ☐ LLC C-CORPORATION --------- **(SELECT "ALL OTHERS" ON 204)**
  - ☐ LLC S-CORPORATION--------- **(SELECT "ALL OTHERS" ON 204)**
- ☐ LLC PARTNERSHIP ---------- **(SELECT "PARTNERSHIP" ON 204)**
- ☐ SINGLE MEMBER LLC ----- **(SELECT "SOLE PROP, INDIV LLC" ON 204)**
- ☐ TAX EXEMPT ORG. ---------- **(OTHER THAN NON PROFIT CORP.)**
- ☐ INDIVIDUAL/ SOLE PROP-- **(SELECT "SOLE PROP, INDIV LLC" ON 204)**
- ☐ ESTATE---------- **(SELECT "ESTATE" ON 204)**
- ☐ QUALIFIED INTERMEDIARY
- ☐ ARTIST OR ATHLETE
- ☐ GOVERNMENT OR INT. ORGANIZATION
- ☐ NOMINEE
- ☐ FIDUCIARY
- ☐ AUTHORIZES FOREIGN AGENT
- ☐ TYPE OF RECIPIENT UNKNOWN
- ☐ PRIVATE FOUNDATION

STOP! Only fill out this section if your company has sold their receivables to another company

FACTORING VENDOR (WHEN A VENDOR SELLS RECEIVABLES TO A THIRD PARTY) ATTACH COPY OF THE LETTER FROM VENDOR NOTIFIYING CDCR OF THE ASSIGNMENT

COMPANY NAME

DBA

STREET(P.O. Box)

CITY

STATE | ZIP

ATTACHMENT 11
CERTIFICATE OF GOOD STANDING

Provide a copy of your organization's Certificate of Good Standing from the California Secretary of State.

ATTACHMENT 12

Generative Artificial Intelligence (GenAI) Disclosure & Factsheet

Bidder/Proposer/Offeror Information

Solicitation Number	**Bidder ID/Vendor ID (optional)**
Business Name	**Business Telephone Number**
Business Address	**City** **State** **Zip Code**

GenAI Disclosure & Factsheet

Will you be using or offering GenAI technology, model, or service (collectively, "system")? ☐ Yes ☐ No (If No, skip to Signature section of this form.)

If yes, provide details regarding the GenAI system"). See *GenAI Disclosure & Factsheet Definitions* at the end of this form for more information.

Failure to disclose GenAI to the State and submit the detailed description may result in disqualification and may void any resulting contract.

1. **GenAI Model Name, Version (including number of parameters)**	
2. Model Owner	
3. Overview	
4. Purpose	
5. Intended Domain	
6. Model Training Data	
7. Model Information	

8. Input and Outputs	
9. Performance Metrics	
10. Optimal Conditions	
11. Poor Conditions	
12. Bias	
13. Test Data	
14. Risk Categorization for Vendor Solutions (High, Medium, Low)	
15. Ownership of AI system-generated data and/or content (Vendor or Agency)	

Explain below how you are ensuring the GenAI system is not adversely affecting “decisions that materially impact access to, or approval for, housing or accommodations, education, employment, credit, health care, and criminal justice.” (AB 302, Department of Technology: High-Risk automated decision systems: inventory).

Signature

By signing this document, I certify that I have identified and disclosed, if any, all GenAI components in the proposed solution or service.

Signature **Date**

GenAI Disclosure & Factsheet Definitions

Please use the following definitions to complete the GenAI Disclosure and Factsheet:

1. **Model Name, Version & Number of Parameters:**
   - Definition: The unique identifier or name assigned to the specific GenAI model or service.
   - Purpose: Allows users to refer to and distinguish between different GenAI models.
2. **Model Owner**
   - Definition**:** The name of the organization or entity responsible for creating or deploying the GenAI model or service.
   - Importance: Helps identify the source and accountability for the GenAI system.
3. **Overview**:
   - Definition: A concise summary of the GenAI model's purpose, functionality, and key characteristics.
   - Role: Provides a high-level understanding for users and stakeholders.
4. **Purpose**:
   - Definition: The intended use or goal of the GenAI model (e.g., image recognition, natural language processing, text summarization).
   - Significance: Helps users assess whether the GenAI model aligns with their needs.
5. **Intended Domain**:
   - Definition: The context, subject matter or domain for which the GenAI model is designed to operate effectively.
   - Importance: Helps users determine if the GenAI model is suitable for their specific use case.
6. **Training Data**:
   - Definition: Information used to train the GenAI model (e.g., labeled images, text corpora).
   - Role: Influences the GenAI model's behavior and performance.
7. **Model Information**:
   - Definition: Details about the architecture, parameters, and configuration of the GenAI model.
   - Relevance: Provides insights into how the GenAI model functions.
8. **Inputs and Outputs**:
   - Definition:
     - Inputs: The data or features provided to the model for prediction (e.g., images, text).
     - Outputs: The GenAI model's predictions or results (e.g., class labels, probabilities).
   - Understanding: Crucial for integrating the GenAI model into applications.
9. **Performance Metrics**:
   - Definition: Quantitative measures (e.g., accuracy, F1-score) used to evaluate the GenAI model's performance.
   - Assessment: Determines how well the GenAI model meets its intended purpose.
   - Continuous Monitoring Plan: Establishes a plan for continuous monitoring and evaluation of the GenAI model's performance.

10. Optimal Conditions:
- Definition: The ideal environment or context for the GenAI model to perform optimally.
- Contextual Guidance: Helps users achieve the best results.

11. Poor Conditions:
- Definition: Scenarios or conditions where the GenAI model's performance may degrade.
- Risk Awareness: Alerts users to potential limitations.

12. Bias:
- Definition: Any systematic error or unfairness in the GenAI model's predictions due to biased training data or design.
- Mitigation: Addressing bias is crucial for ethical and unbiased GenAI.

13. Test Data:
- Definition: Independent data used to evaluate the GenAI model's performance after training.
- Validation: Ensures the GenAI model generalizes well to unseen examples.

ATTACHMENT 13

HEARING AID DEVICES

Bidder must be able to provide services to the institutions listed below. A bid rate must be provided on each line item, in clear legible figures, in the space provided. Failure to provide the required bid rates shall be cause for rejection of bid.

Bidder must provide one (1) rate for all institutions listed within the specified region(s) in which Hearing Aid Devices are bid on and will be provided to California Department of Corrections and Rehabilitation/California Correctional Health Care Services (CDCR/CCHCS) patients. Bidders are not required to submit bid rates for all regions. However, Bidder must provide services to all institutions within a region in which they submitted bid rates. Failure to provide the required bid rates shall be cause for rejection of Bidder's bid for that region. Subcontractors may be used to comply with this requirement. Pre-identified subcontractor(s) information must be submitted using the Bidder Declaration Form (GSPD-05-105). If additional subcontractors are added during the term of the Agreement, an updated GSPD-05-105 must be submitted to the CDCR CCHCS Direct Care Contract Section, Contract Support Inbox at: m_ContractSupport@CDCR.ca.gov.

If awarded an Agreement, the bid rates for the goods/services submitted below shall remain in effect for the term of the Agreement, including any extension of the term through a formal amendment.

BID RATES MUST BE AT OR LOWER THAN THE IDENTIFIED BID RATE CAPS. ANY BID RECEIVED THAT EXCEEDS THE RATE CAPS WILL BE REJECTED.

The Basis of Award shall be used to determine the lowest responsible bid. The lowest responsible Bidder will be the Rank 1 Contractor on the bid matrix. The Agreement amount will be determined using a cost allocation formula that includes Contractor's rank and the number of Agreements awarded. In the case of a discrepancy between the Basis of Award and the bid rate per line item, the bid rates per line item shall prevail. However, if the Basis of Award is ambiguous, illegible, uncertain or is omitted, the Bid rates per line item shall be added to determine the Basis of Award.

Contractors with multiple Agreements for the same service at the same institution shall be obligated to provide service at the rate specified in Contractor's primary Agreement (i.e. agreement resulting from the first bid) until all obligations under that Agreement are satisfied before the rate in any subsequent Agreements can be used. The only exception to this provision occurs when the rate in a subsequent Agreement is lower than those of the primary Agreement; the State then has the sole right to determine which rate will be applied.

The State does not expressly or by implication guarantee business, as services are subject to change depending on CDCR/CCHCS fluctuation in the patient population.

REGION 1

California Medical Facility (CMF), California State Prison - Sacramento (SAC), California State Prison - San Quentin (SQ), California State Prison - Solano (SOL), Folsom State Prison (FSP), High Desert State Prison (HDSP), Mule Creek State Prison (MCSP), Pelican Bay State Prison (PBSP)

A. Service Description	Rate Cap	Bid Rate
CPT 92631 - Hearing aid selection services, unilateral or bilateral, including review of audiologic function tests and hearing aid candidacy evaluation	$90.00	
CPT 92634 - Hearing aid fitting services, unilateral or bilateral, including device analysis, programming, verification, counseling, orientation	$150.00	
CPT 92636 - Hearing aid post-fitting follow-up services, unilateral or bilateral, including confirmation of physical fit, validation of patient benefit and performance, sound quality of device, adjustment(s)	$40.00	
BASIS OF AWARD	**$280.00**	**$**
B. Goods Description	**Rate Cap**	**Bid Rate**
Ear Mold (per ear)	$90.00	
Manufacture Hearing Aid (per device)	$500.00	
Hearing Aid Repair (per device)	$240.00	
Cancellation Fee (per clinic)	$600.00	
BASIS OF AWARD	**$1,430.00**	**$**
BASIS OF AWARD TOTAL A + B =	**$1,710.00**	**$**

REGION 2

California Men's Colony (CMC), Central California Women's Facility (CCWF), Correctional Training Facility (CTF), Salinas Valley State Prison (SVSP), Sierra Conservation Center (SCC), Valley State Prison (VSP), California Health Care Facility (CHCF), Pleasant Valley State Prison (PVSP)

A. Service Description	Rate Cap	Bid Rate
CPT 92631 - Hearing aid selection services, unilateral or bilateral, including review of audiologic function tests and hearing aid candidacy evaluation	$90.00	
CPT 92634 - Hearing aid fitting services, unilateral or bilateral, including device analysis, programming, verification, counseling, orientation	$150.00	
CPT 92636 - Hearing aid post-fitting follow-up services, unilateral or bilateral, including confirmation of physical fit, validation of patient benefit and performance, sound quality of device, adjustment(s)	$40.00	
BASIS OF AWARD	**$280.00**	**$**
B. Goods Description	**Rate Cap**	**Bid Rate**
Ear Mold (per ear)	$90.00	
Manufacture Hearing Aid (per device)	$500.00	

Hearing Aid Repair (per device)	$240.00	
Cancellation Fee (per clinic)	$600.00	
BASIS OF AWARD	**$1,430.00**	**$**
BASIS OF AWARD TOTAL A + B =	**$1,710.00**	**$**

REGION 3

Avenal State Prison (ASP), California Correctional Institution (CCI), California State Prison - Corcoran (COR), California State Prison - Los Angeles County (LAC), California Substance Abuse Treatment Facility and State Prison, Corcoran (SATF), Kern Valley State Prison (KVSP), North Kern State Prison (NKSP), Wasco State Prison (WSP)

A. Service Description	Rate Cap	Bid Rate
CPT 92631 - Hearing aid selection services, unilateral or bilateral, including review of audiologic function tests and hearing aid candidacy evaluation	$90.00	
CPT 92634 - Hearing aid fitting services, unilateral or bilateral, including device analysis, programming, verification, counseling, orientation	$150.00	
CPT 92636 - Hearing aid post-fitting follow-up services, unilateral or bilateral, including confirmation of physical fit, validation of patient benefit and performance, sound quality of device, adjustment(s)	$40.00	
BASIS OF AWARD	**$280.00**	**$**
B. Goods Description	**Rate Cap**	**Bid Rate**
Ear Mold (per ear)	$90.00	
Manufacture Hearing Aid (per device)	$500.00	
Hearing Aid Repair (per device)	$240.00	
Cancellation Fee (per clinic)	$600.00	
BASIS OF AWARD	**$1,430.00**	**$**
BASIS OF AWARD TOTAL A + B =	**$1,710.00**	**$**

REGION 4

California Institution for Men (CIM), California Institution for Women (CIW), Calipatria State Prison (CAL), Centinela State Prison (CEN), Ironwood State Prison (ISP), Richard J. Donovan Correctional Facility (RJD)

A. Service Description	Rate Cap	Bid Rate
CPT 92631 - Hearing aid selection services, unilateral or bilateral, including review of audiologic function tests and hearing aid candidacy evaluation	$90.00	
CPT 92634 - Hearing aid fitting services, unilateral or bilateral, including device analysis, programming, verification, counseling, orientation	$150.00	

CPT 92636 - Hearing aid post-fitting follow-up services, unilateral or bilateral, including confirmation of physical fit, validation of patient benefit and performance, sound quality of device, adjustment(s)	$40.00	
BASIS OF AWARD	**$280.00**	**$**
B. Goods Description	**Rate Cap**	**Bid Rate**
Ear Mold (per ear)	$90.00	
Manufacture Hearing Aid (per device)	$500.00	
Hearing Aid Repair (per device)	$240.00	
Cancellation Fee (per clinic)	$600.00	
BASIS OF AWARD	**$1,430.00**	**$**
BASIS OF AWARD TOTAL A + B =	**$1,710.00**	**$**

In accordance with Exhibit A – Scope of Work, Section 6 – Cancellation, payments will be as follows:

CDCR/CCHCS may cancel or change assignments by telephone, email and/or fax, without incurring any liability, up to 24 hours before Contractor and/or Provider's scheduled reporting time. If CDCR/CCHCS cancels or changes a requested assignment for any reason, including Emergency Security Situations, such as a lockdown, less than 24 hours before a scheduled reporting time, CDCR/CCHCS shall pay a cancellation fee not to exceed $600.00.

If a clinic is cancelled by the Contractor and/or Provider less than 24 hours before the scheduled reporting time, a clinic cancellation fee of no more than $600.00 per clinic will be charged to the Contractor and/or Provider.

ATTACHMENT 14
EQUIPMENT SPECIFICATIONS

Provide a copy of the equipment specifications document as Attachment 14.