

MEDICAL REGISTRY SERVICES NETWORK MANAGEMENT PROVIDER

1. INTRODUCTION

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

The Contractor will be responsible for contracting with registry provider groups to provide access through a statewide network of community based registry providers, for all institutions and facilities listed in Exhibit H – List of Participating CDCR Institutions and Division of Juvenile Justice Facilities. The registry services in Exhibit A-1 and B-2 are not all-inclusive, and CCHCS reserves the right to request additional temporary relief staffing services to be included in the network. CCHCS is also seeking solutions for developing a customized scheduling program for pre-booking of registry and forecasting staffing needs.

CCHCS also reserves the right to require Contractor to add other State departments to its provider network. If CCHCS elects to exercise this right, the Agreement shall be amended to reflect the State department(s) added to the network and the approach for invoicing and paying for services provided on behalf of patients of other State department(s). The Contractor represents its willingness to amend the Agreement for access of the provider network to other State department(s) and its ability to adapt its network to accommodate the business needs of other State department(s).

2. GENERAL SCOPE OF SERVICES

The design of the Medical Registry Services Network will be a cooperative and ongoing effort by both CCHCS and the Contractor to fill temporary vacancies, substitute for full-time CDCR employees while on medical leave, provide temporary services when appropriate staffing levels cannot be maintained with civil service staff, or provide services when the requested services are not available within state civil service.

The Contractor shall establish rates for services provided to patients/youths that are comparable with those in the commercial marketplace. CCHCS reserves the right to be involved in contract negotiations with registry medical providers and CCHCS and the Contractor will mutually agree upon and document a process for CCHCS involvement. The Contractor shall disclose to CCHCS the rates negotiated for services provided under this contract which will demonstrate that the guarantees set forth in Exhibit B have been met. Such rate information will be kept confidential by CCHCS to the extent permitted by law.

A. Registry Network Requirements

The Contractor's specific requirements will include but not be limited to:

1. The Contractor will develop, implement, monitor, provide training and manage a network of registry provider groups (licensed and certified medical personnel) to work at CDCR's institutions and facilities on an as needed temporary/relief basis.
2. The Contractor will provide registry staffing that meets the requirements of Exhibit A, Exhibit A-1 and the CCHCS Credentialing Verification Unit requirements, policies and procedures. Services provided at the institution/facilities cannot start until the credential process and approval is completed by the CCHCS Credential Verification Unit. Services provided at the institutions/facilities cannot start until the assigned personnel meet the credential process and approval is completed by the CCHCS Credential Verification Unit.
3. The Contractor will have available statewide temporary/relief medical staffing services for all geographic locations of the CDCR Institutions and facilities.
4. The Contractor will provide CDCR/CCHCS institutions/facilities scheduling staff a contact number for requesting and coordinating of services. This must be a live person and not an automated voice mail system during business hours of 7:00 am to 6:00 pm.
5. The Contractor will provide CDCR/CCHCS institutions/facilities a designated after hours contact number and email to submit emergent request which the Contractor must confirm received during the next business hours of 7:00 am to 9:00 am with the submitting institution/facility.
6. The Contractor will establish reimbursement rates for medical services provided to inmates and youths by registry provider groups. The Contractor will enter into contracts with sufficient numbers, types and geographic locations of participating registry provider groups to assure that all covered services will be available and accessible to patients and youths in accordance with CCHCS' requirements.
7. The Contractor will have a web-based system for CDCR/CCHCS designated staff to review scheduling statistics, accessibility, compliance measurements, performance guarantees.
8. Contractor recognizes that the CDCR acts in a fiduciary capacity to the State of California and that this fiduciary duty extends to the provision and management of medical services for the patient/youth of the State of California. To assist CDCR in its exercise of this duty, Contractor shall provide high quality services, 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.
9. The Contractor will have a web-based system for CDCR/CCHCS Institutions/Facilities staff to view and confirm scheduling has been completed.

10. The Contractor must have the capability to provide emergency registry service needs.
11. Subject to all applicable laws, the Contractor must also monitor whether the provision and utilization of registry services meet professionally recognized standards of practice.
12. The Contractor will ensure as required by applicable statutes and regulations that all registry provider groups possess at all times, the required current license(s), registration(s), permit(s), and certification(s) to practice in the state(s) in which they practice, as related to their scope of medical practice.
13. The Contractor will submit, within seven (7) days following Contractor's identification of any service gap or Contractor's receipt of notice from CCHCS of any service gap, a plan to rectify any service gaps in the network. CCHCS shall have the sole discretion to determine the sufficiency of the plan.
14. To ensure that the provider network functions effectively, the Contractor will be required to develop and implement an operating plan in cooperation with CCHCS. Elements of the plan shall include, but are not limited to:
 - a. The Contractor is responsible for immediately notifying CCHCS within seven (7) days regarding pending and/or actions taken of a quality improvement or peer review nature by notifying the Deputy Director, Medical Contracts, or his or her designee.
 - b. The Contractor is responsible for establishing a designated Provider Relations Group or Representative(s) to work with the CDCR/CCHCS established designated medical contracts provider relations team on development, implementation, complaint resolution, network issues, and daily operations coordination.
 - c. Developing, publishing, and distributing throughout the network the Provider Directory of currently active participating registry provider groups by specialty, by area, and alphabetically, updating and distributing revisions to the Provider Directory on a quarterly basis. The Registry Provider Directory shall encompass the entire registry network. Newly contracted participating registry provider groups meeting the credentialing requirements will be added to the electronic version within two (2) days following their addition to the contractor's network. Terminated participating registry provider groups or registry personnel will be removed immediately.
 - d. The Registry Provider Directory will be available on-line and made available to all participating registry provider groups and CDCR/CCHCS institutions/facilities. A copy of the Registry Provider Directory and directory updates shall be mailed or sent electronically to CCHCS Headquarters on a monthly basis by the 10th day of the month to the attention of Deputy Director, Medical Contracts, or his or her designee.

15. The Contractor will be responsible for monitoring and reporting at least quarterly, or as often as requested by CCHCS, to CCHCS on the status of the provider network. Reporting shall include the number of providers by registry, location, the number of additions and deletions to the network, coverage issues, cost issues, as well as activities taken by the Contractor to maintain, improve, and increase the network.
16. The Contractor will provide on-demand reports regarding various factors associated with the use of a comprehensive registry network. Factors shall include, but are not limited to, staff usage, time keeping, labor costs, and historical/trending reports. To ensure that the Contractor's registry network is adequate the Contractor will submit a plan to CCHCS that sets forth how it will establish a network of personnel that includes the numbers and types of services, and how they will be made available and accessible. This shall include arrangements for the availability of a full range of registry personnel and how the Contractor will monitor the sufficiency of the Medical Registry Services Network on an ongoing basis.
17. Contractor agrees that, unless otherwise noted herein, all expenses associated with travel to and from the Institution/Facility, lodging, and all training expenses for registry provider groups shall be borne by the Contractor and will not be reimbursed by CDCR. Any and all services performed outside the scope of this Agreement will be at the sole risk and expense of the Contractor.
18. The Contractor acknowledges that CDCR is not obligated to provide or pay for treatment beyond those which are essential or medically necessary. If medical treatment is nonessential or could safely be deferred until the patient/youth is released from custody, when he/she is able to arrange for services for himself/herself, CDCR shall defer services. Prior authorization must be obtained in writing from the Institution's Chief Executive Officer, Chief Nurse Executive (CEO/CNE) or designee or the Facility's Chief Medical Executive (CME) or designee, in accordance with CDCR's Utilization Management Plan and documented in the patients'/youths' health record for treatments that are not medically necessary.
19. If at any time CCHCS determines that the Contractor does not provide sufficient staffing for temporary/relief services, as outlined above, to provide appropriate covered services to patients and youths; CDCR/CCHCS will require Contractor to submit a corrective action plan within fourteen (14) days of notification.
20. If an assigned staff person is terminated or otherwise leaves the network, the Contractor will ensure that continuity of care is maintained by providing a replacement staff person. If it creates a gap in service, Contractor will immediately notify CCHCS within 48 hours by email or telephone call to CCHCS designated contract representative team.

3. REQUEST FOR SERVICES

1. Contractor must have sufficient registry providers to adequately provide comprehensive registry services to support operations and maintain appropriate staffing levels at all Institutions/Facilities. The registry personnel shall meet all requirements and have the required specialization in medical services. Contractor must provide the State with proof of any required training, licenses, permits, certifications and any other required documents noted herein, for each of the registry provider groups providing services under this Agreement. Services will be performed by only registry provider groups who meet the requirements outlined in this Agreement.
2. Provider's assigned personnel must be able to perform the tasks associated with providing medical service under the scope of their licenses. Contractor agrees that all registry personnel will be required to render medical service as defined herein on an as-needed basis. Registry personnel will perform services in accordance with Federal and State laws, rules, regulations and CDCR Policies and Procedures. All registry personnel shall at all times comply with universal safety precautions and maintain CDCR security measures and a safe work environment.
3. The Contractor and CCHCS shall ensure that the minimum standards set forth in Exhibit A-1 Registry Services Specific to Medical Service Delivery are met.

4. CONTRACTOR'S RESPONSIBILITIES

1. The Institution's CEO/CNE or designee or the Facility's CME or designee shall approve in advance all registry provider groups and personnel assigned to the Institution/Facility.
2. If any registry personnel are unable to perform due to illness, resignation, or factors beyond the Contractor's control, the Contractor shall immediately submit qualifications of proposed registry personnel to the Institution/Facility for approval. Failure to do so may be cause for termination of this Agreement.
3. Contractor shall ensure registry personnel complete the Registry Provider's weekly timesheet(s) and any other reports or obligations required herein. Timesheets requiring CDCR authorization (such as on-call time), must be signed by the Institution's CEO/CNE or designee or the Facility's CME or designee, and must be submitted with the monthly invoice. Any required reports must be submitted in accordance with instructions outlined in this Agreement and specifically Exhibit B.
4. In the event that any registry personnel provided by the registry provider group are declined at a CDCR/CCHCS facility, the Contractor shall inform the Institution's CEO/CNE or designee or the Facility's CME or designee at any other institution or facility where that registry personnel provides service of this fact not less than twenty-four (24) hours of that decision.

5. Contractor shall ensure all registry personnel use a name badge that meets the criteria noted in CDCR's most updated version of the Department Operations Manual (DOM) section 33020.12.4 – Nameplate. Contractor shall be responsible for expenses related to the name badge.
6. At the time of scheduling, CDCR/CCHCS shall provide the Contractor with an estimated period of time the Institution/Facility anticipates the need for temporary/relief registry services. This will be a good faith estimate based on the circumstances known to CDCR/CCHCS at the time of the request. It is not a guarantee of business, and is subject to change depending on CDCR's ability to fill staff vacancies and/or the return to work of CDCR staff from leave, and fluctuations in the inmate-youth population. However, CDCR shall endeavor to provide five (5) working days notice prior to cancellation of registry personnel's assignment.

~~A. Annual Restriction of Hours Worked~~

- ~~1. Contractor is responsible for ensuring that each Provider does not exceed 975 hours of performing services for the State during each fiscal year period (July 1 – June 30) of this Agreement. This includes any hours worked with a different registry, vendor, or Contractor and for any State agency, department, board, commission, or other State entity. Contractors shall report hours worked at other state entities for each Provider on the monthly report required under Section 2.C of this Agreement. This contract provision may be waived at the sole discretion of the Receiver or his designee to provide appropriate access to care.~~
- ~~2. Non-compliance may result in nonpayment of any hours exceeding the 975-hour cap and/or termination of the contract at the sole discretion of CCHCS/CDCR.~~

B. Service Reports

1. Contractor agrees to submit monthly reports to the CCHCS/CDCR and shall use the most current version of the 975 Hour Contractor Service Report which is available at http://www.cdcr.ca.gov/Divisions_Boards/Plata/Standard_Language.html. The service report shall be compiled using data from the first day of the month through the last day of the month, and are due to the CCHCS/CDCR no later than the tenth (10th) of the following month, or the first working day following the 10th of each month, should the 10th day of the month fall on a weekend or holiday. Non-compliance may result in termination of the contract. In the event that internet access is not available the form can be obtained from the CCHCS Medical Contracts Help Desk at (916) 691-0698.
2. The reports shall be submitted in electronic format (Microsoft Excel 2000 or newer) and sent via electronic mail to CDCRCCHCSHealthCareContractsHelpDesk@cdcr.ca.gov. In the event that electronic mail is not available the reports can be sent via fax to (916) 691-3948 or via U.S. Mail to the following address:

California Correctional Health Care Services
Contracts Coordination Team, Medical Contracts
P.O. Box 588500, Building D
Elk Grove, CA 95758

C. Additional Reports

1. CCHCS reserves the right to request Contractor provides additional reports or information, as needed. The reports requested may include the need for additional information pertaining to Contractor's Providers, including but not limited to: name, social security number, date of birth, etc.
2. The reports shall be submitted in electronic format (Microsoft Excel 2000 or newer) and sent via electronic mail to CDCRCCHCSHealthCareContractsHelpDesk@cdcr.ca.gov. In the event that electronic mail is not available the reports can be sent via fax to (916) 691-3948 or via U.S. Mail to the following address:

California Correctional Health Care Services
Contracts Coordination Team, Medical Contracts
P.O. Box 588500, Building D
Elk Grove, CA 95758

D. Dispute Resolution – Contract, Invoicing, Eligibility, and/or Pricing Disputes

1. The Contractor is responsible to resolve all disputes involving its contracts with its registry provider groups, including any pricing disputes involving the agreements between the Contractor and its registry provider groups. Disputes involving this Agreement will be handled as outlined in Exhibit D – Specialty Terms and Conditions & Additional Provisions, Section 1a. Disputes involving payment for Contractor administration fees, pricing of invoices and/or eligibility of invoices for registry services where CCHCS or its designee determines treatment and/or service codes do not apply will be handled as outlined in Exhibit D – Specialty Terms and Conditions & Additional Provisions Section 1b.

4. RESPONDING TO A REQUEST FOR SERVICES

- A. Temporary/Relief medical service staffing may be requested twenty-four (24) hours a day, seven (7) days a week, including weekends and holidays, on an as-needed basis, in accordance with CDCR Policies and Procedures, which may or may not conform to CDCR shift divisions.
- B. Contractor shall respond to the Institution/Facility request for services within the stated response time AND submit the following documents:
 1. Registry personnel's current Resume/Curriculum Vitae, which shall include the following information:
 - a. "To and from" dates (month and year) for all employment history;
 - b. Education shall include the following information as applicable to the service type: name and location of university or college, business, correspondence, trade, or service school; course of study; units completed (semester/quarter); diploma, degree or certificate obtained; and date completed;
 - c. Name of organization for which work was performed;
 - d. Supervisor name and contact information for each job;
 - e. All relevant work history including classification/job title, job duties performed, and any other information necessary to determine qualifications of registry providers;

- f. If the applicant has provided services to CDCR/CCHCS previously, the registry provider must include the name of the specific Institution/Facility, to and from dates of service, and the full name and telephone number of the CDCR personnel to whom the applicant reported; and
- g. At least two (2) professional references and their contact information.

Note: Contact information shall be current and have a valid telephone number and/or e-mail address.

2. Copies of any current and valid license(s), permits, and/or certification(s) required herein. (Refer to Exhibit A-1, – Licenses, Permits and Certification Requirements.)
3. Responses to request for services without the requested documents may be deemed as non-responsive.

5. CREDENTIAL VERIFICATION

For services provided at an adult institution, the Contractor must comply with the following credentialing requirements:

A. Credentialing Requirements – Adult Institutions

1. The Contractor shall comply with all CCHCS Credentials Verification Unit (CVU) requirements, policies and procedures. Services cannot start until the credential process and approval is completed by the CCHCS Credentials Verification Unit.
2. The Contractor and/or assigned personnel are required to coordinate with each Institution Contract Analyst (ICA) to submit a completed Credential Verification Packet and associated documentation for credentialing.
3. Institution CEO, CME or designated representative will notify the Contractor or assigned personnel once credential verification has been completed to arrange for an effective date for the Contractor or assigned personnel to render services at the institution.
4. Contractor is responsible to ensure the submission of the completed Credential Verification Packet to the contract analyst at the institution where services are to be provided.
5. Refer to the document titled, “Credentialing-Adult Institutions Type of medical Services by Specialty” for licensure and certification requirements for the appropriate health care service classification requirements. The document is available at: http://www.cdcr.ca.gov/Divisions_Boards/Plata/Credential_Verification.html. It shall be the responsibility of the Contractor to reference this document when services are requested to ensure that any changes in credentialing requirements are met.

B. Credentialing Requirements – Division of Juvenile Justice

For services provided at a Division of Juvenile Justice Facility, the Contractor must comply with the following credentialing requirements:

1. The Contractor and/or assigned personnel shall comply with all Facility Credentials Verification requirements, policies and procedures. Services cannot start until the credential process and approval is completed by the Facility.
2. The Contractor and/or assigned personnel are required to coordinate with each Facility's Correctional Health Services Administrator (CHSA) to submit a completed Credential Verification Packet and associated documentation for credentialing.
3. The Facility CME or designated representative will notify the Contractor or assigned personnel once credential verification has been completed to arrange an effective date for the Contractor or assigned personnel to render services at the Facility.

Contractor is responsible to ensure the submission of the completed Credential Verification Packet to the CHSA at the Facility where services are to be provided.

6. SCHEDULING

- A. Contractor and assigned personnel shall ensure that all ordered temporary/relief medical service staffing have prior authorization and are mutually agreed upon between the CEO/CMH/CME or designee and the Contractor.
- B. At the time of scheduling, CDCR/CCHCS shall provide the Contractor with an estimated period of time the Institution/Facility anticipates the need for temporary/relief services. This will be a good faith estimate based on the circumstances known to CDCR/CCHCS at the time of the request. It is not a guarantee of business, and is subject to change depending on CDCR's ability to fill staff vacancies and/or the return to work of CDCR staff from long-term leave, and fluctuations in the inmate/youth population. However, CDCR/CCHCS shall endeavor to provide five (5) working days notice prior to cancellation of Provider assignment.
- C. Contractor shall provide temporary/relief medical service staffing to Institution/Facility within twenty-four (24) hours following notification by CDCR/CCHCS or as mutually agreed upon between the Institution/Facility Contract Liaison or designee and Contractor. Requests for temporary services shall be for a minimum of four (4) hours. When requesting services, CDCR/CCHCS shall inform the Contractor of 1) the duration of services, 2) the number of staff required, and 3) the length of each shift assignment (4, 8, 10, or 12 hours). If the duration of services must be extended, CDCR shall make every attempt to notify the Contractor not less than twenty-four (24) hours before the end of the current service period. The Institution's CEO/CNE or designee or the Facility's CME or designee shall document the request in writing.

7. CANCELLATION

- A. CCHCS may cancel or change requested assignments without incurring any liability up to one (1) hour before reporting time. If cancellation time occurs after assigned personnel have arrived at the institution or less than one (1) hour of notice of cancellation is provided, CCHCS shall be liable for a maximum of two (2) hours at the hourly rate of the assigned personnel.
- B. Service cancellation due to Emergency Security Situation: In the event of an emergency security situation, such as a lockdown, the Institution/Facility shall attempt to contact the Contractor a minimum of two (2) hours prior to reporting time of the scheduled shift. If institution is not able to contact the Contractor due to the emergency situation, the Contractor will be reimbursed one-half (1/2) of the hourly rate of the registry personnel assigned shift.

8. PAY RATE ALLOWANCES

- A. Contractor shall be responsible for rotating registry provider groups and providing registry personnel to avoid Contractor's payment of premium pay. Premium pay will only be considered for time worked in excess of shift requested.
- B. Any premium pay compensation resulting from Contractor's failure to provide replacements shall be borne by the Contractor unless authorized by the Institution's CEO/CNE or designee or the Facility's CME or designee.
- C. CDCR/CCHCS shall pay premium pay to Contractor for unanticipated events, such as an Institution/Facility emergency or lockdown at time and one-half (1½) the hourly rate identified in Contractor's Rate Sheet (Exhibit B-2) when authorized by the Institution's CEO/CNE or designee or the Facility's CME or designee.
- D. If an unanticipated premium pay situation arises, Contractor must obtain written approval from the Institution's CEO/CNE or designee or the Facility's CME or designee for payment of the premium pay. Contractor's failure to obtain written approval for premium pay will make the Contractor the responsible party for the payment of any unauthorized premium pay. If the Institution's CEO/CNE or designee or the Facility's CME or designee approves the premium pay, a copy of the approval letter must accompany the monthly invoices.
- E. Contractor shall guarantee that California Labor Code, Division 2, Part 2, Chapter 1, Sections 500 through 558, have been complied with when providing registry personnel to work the alternate and/or regular work schedule. Pursuant to California Labor Code Sections 500 through 558, overtime will apply as follows:
 - 1. Regular Work Schedule – eight (8) hour shift. The time worked must be in excess of eight (8) hours per day or in excess of forty (40) hours within the same workweek (Monday through Sunday).
 - 2. Alternate Work Schedule – ten (10) or twelve (12) hour shift. Contractor shall ensure that all registry personnel provided under the alternate work schedule understand that any time worked under these criteria will be paid at straight time. Overtime will apply only when the time worked is in excess of the assigned ten (10) or twelve (12) hour shift per day or in excess of forty (40) hours within the same workweek.

9. HOLIDAY PAY RATE ALLOWANCES

No holiday pay will be authorized under this Agreement.

10. CDCR's ORIENTATION/TRAINING

- A. Contractor agrees that prior to reporting to work at the Institution/Facility, all registry personnel shall attend an orientation class and any required training to become familiar with the operations of the Institution/Facility, its medical facilities, Title 15 of the California Code of Regulations, Director's Rules and Regulations, and any bylaws that may apply to the Institution/Facility. Orientation/Training may include, but is not limited to, the following:
1. Required documents to be carried (e.g., license(s), CDCR identification badge, registry identification, if applicable);
 2. Inmate-Youth security policies and procedures (No cell phones, pagers, or recording devices);
 3. Reporting for beginning/ending of shift assignment;
 4. Rules governing overtime;
 5. Uniform or dress code;
 6. Reporting of personal illness;
 7. Reporting of industrial illness or injury;
 8. Background investigations, fingerprinting and Digest of Laws Relating to Association with Inmate requirements;
 9. Authorization to be on CDCR premises limited to scheduled work hours or orientation;
 10. Rules governing gate clearance requirements;
 11. Administrative and related service provided policies/procedures;
 12. Infection Control;
 13. California Occupational Safety and Health Administration (CAL OSHA) regulations relating to Bloodborne Pathogens;
 14. CDCR Tuberculosis (TB) Exposure Control Plan;
 15. 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;
 16. Sexual Harassment;
 17. Workplace Violence; and
 18. Use of Force.
- B. Contractor will be paid for the time spent by assigned personnel in the orientation class after working a minimum of eighty (80) hours in excess of the orientation hours. Contractor shall not be compensated for the time spent in the orientation class by assigned personnel who do not work a minimum of eighty (80) hours in excess of the orientation class hours.
- C. Compensation for orientation and/or training will be paid at one-half (1/2) of the hourly rate of the registry personnel for a maximum of 40 hours of orientation. Any orientation and/or training required by the Institution/Facility exceeding 40 hours will be reimbursed at the rate identified in Contractor's Rate Sheet (Exhibit B-2). Orientation shall not be invoiced until after 80 hours have been worked over and above the orientation hours.

- D. To maintain continuity of services and ensure safety for all workers, Contractor shall make available to the Institution/Facility only those registry personnel who have completed the orientation.

11. INSPECTIONS

- A. Inspections shall be carried out by the Institution's CEO/CNE or designee or the Facility's 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 before Agreement payment will be approved.

12. FAILURE TO PERFORM

- A. CDCR/CCHCS shall routinely evaluate the work performance of the Contractor and/or Provider to determine if CDCR standards and Departmental/Institutional policies and procedures are being maintained. Any Contractor, and/or Provider who fail to perform or who are physically or mentally incapable of performing the required duties as required by this Agreement shall not be permitted to perform service. The CEO/CME or designee shall state in writing the reasons the Contractor and/or Provider did not meet the required policies or standards and submit a copy to the Contractor and to the CCHCS Medical Contracts, Contracts Coordination Team (CCT).
- B. Failure to provide services on three (3) or more occasions may result in termination of the Agreement or the Institution not having to contact a Contractor prior to contacting the other Contractors for the duration of the Agreement term. CCHCS Headquarters Medical Contracts Branch Deputy Director or designee has the sole discretion in this decision.

The Institution's CEO/CME or designee shall state in writing the reasons the Contractor and/or Provider did not meet the required policies or standards and submit a copy to the Contractor and to the CCHCS Medical Contracts, CCT. CDCR/CCHCS shall not pay Contractor for any services performed by Contractor and/or Provider which are deemed unacceptable in accordance with the required services contemplated by this Agreement.

13. SUSPENSION OR STOP WORK NOTIFICATION

- A. CDCR/CCHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification shall be a written directive issued by the CDCR/CCHCS. Upon receipt of said notice, the 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 and how to proceed will be provided within thirty (30) days of the written notification. The suspension or stop work notification shall remain in effect until further written notice is received from CDCR/CCHCS. The resumption of work (in whole or part) will be at CDCR/CCHCS' discretion and upon receipt of written confirmation.
- C. Upon receipt of a suspension or stop work notification, the 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.

- D. Within thirty (30) days of the issuance of a suspension or stop work notification, CDCR/CCHCS shall either:
 - a. Cancel, extend, or modify the suspension or stop work notification; or
 - b. Terminate the Agreement as provided for in the Right to Terminate clause of the Agreement.
- E. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of CDCR/CCHCS.
- F. 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.
- G. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Right to Terminate, CDCR/CCHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.
- H. CDCR/CCHCS shall not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

14. **CORRECTIVE ACTION**

If at any time CCHCS determines that the contractor is not meeting the contract requirements and/or the network does not provide necessary access to cover service needs to provide appropriate covered services to patients and youths statewide, CCHCS may require Contractor to submit a corrective action plan to remedy the issue(s) no later than three (3) days of notification by CCHCS of the issues. The corrective action plan shall outline the remedy and timeline needed to correct the issues. CCHCS shall review the plan and submit acceptance of the plan or request changes no later than three (3) days after receipt of the plan. After approval is given by CCHCS, the Contractor will implement the corrective plan.

15. DEPARTMENT OF CORRECTIONS AND REHABILITATION CONTACT INFORMATION

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

1. **Billing/Payment Issues:**

California Correctional Health Care Services
Attention: Healthcare Invoice, Data and Contractor Services Branch
P.O. Box 588500
Elk Grove, CA 95758
Phone Number: (916) 691-0699
Fax Number: (916) 691-3940

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

The Institution/Facility contract representative can be contacted Monday through Friday from 8:00 a.m. to 4:00 p.m. The Institution's/Facility's contract liaison or his/her designee shall pre-arrange all needed services to assure continuity of care and to minimize the disruption of CDCR's workload.

3. **General Agreement Issues:**

California Correctional Health Care Services
Attention: Medical Contracts
P. O. Box 588500
Elk Grove, CA 95758
Phone Number: (916) 691-0698
Fax Number: (916) 691-3948
CDCRCCHCSHealthcareContractsHelpDesk@cdcr.ca.gov