

ADDENDUM #16

MEDICAL REGISTRY SERVICES NETWORK MANAGEMENT PROVIDER

ARTICLE I

STANDARD BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

For services satisfactorily rendered, and upon receipt and approval of Contractor's invoices, the following paragraph shall apply:

- A. Services shall be completed as set forth in Exhibit A, Scope of Work, and in accordance with prior authorization provisions, and all other terms and conditions of this Agreement. Except for emergency care, CDCR/CCHCS shall not compensate Contractor for services that did not receive prior authorization in accordance with Exhibit A and/or exceed the services as defined in California Code of Regulations, Title 15, Section 3350 et seq., ~~for dental care for adult inmates; or that are not consistent with CDCR's Mental Health Services Delivery System Program Guide, for mental health care for adult patients; or that are excluded under California Code of Regulations, Title 15, Section 4730 for dental care for wards; or that are not consistent with California Code of Regulations, Title 15, Section 4742, for mental health care for wards.~~
- B. Pricing shall be prepared using Exhibit B-2 and with the following terms. No CDCR/CCHCS employee may accept a rate increase request on behalf of the CCHCS. Any invoice that is sent to the CCHCS with pricing above that specified by the CCHCS in writing within the awarded contract shall be invalid. Payment of an erroneous invoice does not constitute acceptance of the erroneous pricing and the CCHCS may seek reimbursement of the overpayment or may withhold such overpayment from future invoices. See Section 7, Cost Proposal, in this RFP for information on the submission of costs.
- C. The CDCR/CCHCS will not accept requests for early payment, down payment or partial payment.

2. Budget Contingency Clause

- A. It is mutually agreed that if the California State Budget Act for the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor, or to furnish any other considerations under this Agreement, and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for the purposes of this program is reduced or deleted for any fiscal year by the California State Budget Act, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment to small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.

4. **Subcontractors**

For all Agreements, with the exception of Interagency Agreements and other governmental entities/auxiliaries that are exempt from bidding, nothing contained in this Agreement, or otherwise, shall create any contractual relationship between the State and any Subcontractors, and no subcontract shall relieve the Contractor of Contractor's responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its Subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any Subcontractor.

ARTICLE II **SPECIAL BUDGET DETAIL AND PAYMENT PROVISIONS**

1. **Fees**

CCHCS shall pay an hourly rate per invoice (one invoice per classification per institution) submitted by the Contractor for registry personnel(s) services on a monthly basis for an undisputed bill. The monthly invoice shall be inclusive of all administrative fees and rate per hour. Amended invoices will be adjusted deducting any previously paid amounts including any administrative fees. If the full network requirements are not fully implemented within six (6) months after the contract approval date (phase-in period), the total invoice billed for the entire month will be reduced by 2% until the 100% of network is available.

2. **Liquidated Damages**

The parties agree that it would be impractical and extremely difficult to determine the actual damages in the event of a breach by Contractor. Thus, the parties agree that liquidated damages as set forth below in this Provision 2 shall be paid in the event of breach of the Agreement. The parties agree that this amount is a reasonable estimate of any actual damages. The parties intend this provision to constitute liquidated damages pursuant to Civil Code section 1671.

The Contractor shall provide all temporary/relief staffing for medical ~~mental and dental~~ services to all CDCR institutions/facilities statewide within six (6) months after contract approval. If after the six (6) month period the Contractor has not met this requirement, the total invoice billed for the entire month and for each month thereafter will be reduced by two percent (2%) per month until the requirement is met.

At least annually, but at any time necessary as determined by CCHCS, CCHCS will evaluate Contractor's performance relative to the requirements outlined in this service delivery section. If CCHCS determines that a service delivery problem exists, such as failure to provide sufficient staffing, staff not meeting requirements as listed in Exhibit A-1, staff not meeting the credentialing requirements, and staffing no-shows, that negatively impacts the provision of covered services, CCHCS will require a corrective action plan, may seek other remedial actions against Contractor, and, if the corrective action plan does not resolve performance issues, will reduce the total invoice billed for the entire month and for each month thereafter by two percent (2%) per month until the requirement is met.

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

3. Submissions of Invoices

- A. In order to ensure prompt and accurate payment all invoices shall be submitted according to the applicable directions listed below for each contract type. It is the responsibility of the Contractor to ensure that invoices are sent to the correct address set forth below according to service type. Invoices that are not sent to the appropriate address will be deemed not to have been submitted, will not be processed for payment, and will not be subject to late payment penalties. (Government Code Section 927.2, subdivision (j) and 927.4)
- B. All Invoices must be completed thoroughly, with all applicable fields completed. Invoices that are submitted to the appropriate location but are inaccurate, or do not provide all necessary information will not be accepted and will be returned to the Contractor for correction.
- C. Any changes to this provision relating to the claim submittal process, including but not limited to, a change in address, form, or process, shall be administrative changes managed through the appropriate designated CDCR/CCHCS office **and shall not require a contract amendment.**
- D. All Invoices shall include the Agreement Number and shall not be submitted more frequently than monthly in arrears per classification per institution.
- E. Invoices submitted shall include the following information and must be legible in order to be considered complete and acceptable for processing or the invoice will be returned and disputed back to the Contractor.
 - 1) Company name of Contractor
 - 2) Company address, phone number and e-mail of Contractor
 - 3) Date of Invoice
 - 4) Invoice Number
 - 5) CDCR Institution/Facility where services were performed
 - 6) Agreement Number
 - 7) First and Last name of Contractor or Provider performing services, whichever is applicable
 - 8) Contractor's or Provider's Classification, whichever is applicable
 - 9) Date(s) of Service
 - 10) Actual service area (location) and program area where services were performed within the institution
 - 11) Hourly Rate
 - 12) Regular Hours worked
 - 13) Hours that exceed a regular scheduled shift or exceed 40 hours in a work week, if unanticipated hours
 - 14) Orientation Hours, if applicable
 - 15) On Call Hours, if applicable
 - 16) Call Back Hours, if applicable
 - 17) Total hours worked
 - 18) Total dollar amount
 - 19) Summary of total hours worked Summary of total dollar amount
 - 20) Grand total of hours worked
 - 21) Grand total dollar amount
 - 22) Number of Patient-Inmates/Youth seen, (if applicable)
 - 23) Name(s) of Patient-Inmates/Youth (if applicable)
 - 24) Patient-Inmate/Youth CDC Number(s) (if applicable)

- F. All monthly Invoices submitted shall also include timesheets. All documents shall be legible or documents will be returned to the Contractor for correction.

Timesheets shall include the following:

- 1) Date(s) of Service
- 2) First and Last Name of Provider performing services
- 3) Provider Specialty
- 4) Provider's Social Security Number (for new providers only on the first timesheet submitted)
- 5) Subcontractor name
- 6) CDCR Institution/Facility where services were performed
- 7) Scheduled shift (number of regular hours per day)
- 8) Total hours Provider worked listed separately by regular, unanticipated, orientation, on-call, or stand-by hours
- 9) Contractor shall invoice for the exact time that the Provider provided services during the scheduled shift. Contractor shall not approximate or round hours reported on Time Sheets. Any Contractor who arrives early, prior to their scheduled starting time, or who remains beyond the scheduled ending time, will not be paid for such periods.
- 10) Actual service area (location) and program area where services were performed
- 11) Number of Patient-Inmates/Youth seen (if applicable)
- 12) Contractor or Provider printed name, credentials, signature and date signed
- 13) CDCR Authorized Designee's printed name, classification, approval signature and date signed for all hours

Invoices and timesheets shall be submitted to the following address:

California Correctional Health Care Services (CCHCS)
Healthcare Invoice Data and Provider Services Branch
P.O. Box 588500
Elk Grove, CA 95758

4. Invoice/Billing Appeals

Submit invoice or billing appeals to the following address:

California Correctional Health Care Services
Attn: HIDPSB, Appeals Team
P.O. Box 588500
Elk Grove, CA 95758

5. Rejection of Contractor's Claim

CDCR/CCHCS reserves the right to reject a Contractor's claim or invoice if Contractor fails to submit the claim or invoice in the appropriate format or within the appropriate time frame specified in this Agreement. Disputed invoices will be returned to the Contractor without payment. Disputed claims will include an explanation of claim and the claim dispute; Contractor will have the right to appeal or otherwise resubmit the claim with reasonably required documentation.

6. Healthcare Claim Payment Inquiry

Should a Contractor, program or Institution/Facility contract liaison or other designated CDCR/CCHCS employee of the unit for which the goods are being delivered or the service is being performed, have questions or concerns regarding the processing and/or payment of medical claims, the parties shall make

a first attempt in good faith to resolve the dispute or question by informal discussion(s). The parties agree that CCHCS's HIDPSB should be used as a resource in solving potential Patient-Inmate/Youth healthcare claim disputes. Contractor shall refer to Exhibit D, "Special Terms and Conditions & Additional Provisions", of this Agreement for detailed dispute information.

7. Healthcare Invoice, Data & Provider Services Branch Help Desk

Contractor shall contact the Healthcare Invoice, Data & Provider Services Branch Help Desk at (916) 691-0699 with any questions or clarifications regarding the claim submittal process or medical claim disputes. If resolution to the Patient-Inmate/Youth claim cannot be resolved via the verbal inquiry process, the Contractor shall refer to the formal medical claims appeal process outlined in Exhibit D "Special Terms and Conditions & Additional Provisions".

8. On Call Rate of Compensation (Primary Care Physician Services Only)

Contractor shall be reimbursed at \$50.00 per hour when the HCM/CME or designee request a Physician be on-call to provide services at the institution or another location during a noted period of time, not to exceed 24 hours in a given day.