

ARTICLE I
STANDARD BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing/Claims and Payment

- a. For services satisfactorily rendered, and upon receipt and approval of Contractor's invoices/claims, California Department of Corrections and Rehabilitation (CDCR)/California Correctional Health Care Services (CCHCS) agrees to compensate the Contractor for completed services in accordance with the rates specified in Exhibit B-1 or Exhibit B-2, Rate Sheet, which is included as part of this Agreement.
- b. Services shall be completed as set forth in Exhibit A, Scope of Work and/or Exhibit A-1, Service Specification 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/A-1 and/or exceed the services as defined in California Code of Regulations, Title 15, Section 3350 et seq.

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 Government Code Chapter 4.5, Section 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 monies to any Subcontractor(s).

5. Placement Fee (Permanent Employment of Contracted Nursing Personnel only)

A placement fee of Two Thousand Dollars (\$2,000.00) shall be paid by CDCR/CCHCS to Contractor in accordance with the following terms and conditions:

- a. If, during the term of this agreement, CDCR/CCHCS hires, as a State of California civil service employee, in the Registered Nurse, Licensed Vocational Nurse or Certified Nursing Assistant capacity, and is someone who, during the term of this agreement, has worked in that same clinical capacity for CDCR/CCHCS as a registry provider through Contractor, and who has not previously worked for CDCR/CCHCS.
- b. Limitations on When a Placement Fee Applies:
 - (1) A placement fee does not apply if, at the time of being assigned as a temporary/relief provider, the provider was on an active State of California employment list for the position in which he/she was hired.
 - (2) A placement fee does not apply if, during the ninety (90) days preceding the hiring of the provider by CDCR/CCHCS, the provider has not worked at a CDCR/CCHCS institution/facility pursuant to the terms of Contractor's agreement.
 - (3) A placement fee does not apply if the Contractor has materially breached the contract in a manner related to the provider being hired as a civil service employee, including any breach of Exhibit D, Special Terms and Conditions & Additional Provisions, Section 22, Conflict of Interest.
 - (4) Only one placement fee per named individual can ever be earned by Contractor, regardless of whether the person is hired by CDCR/CCHCS in more than one clinical capacity.
- c. Payment of the placement fee will be made by CCHCS as follows: One-half shall be due and payable sixty (60) calendar days after the date of hire and appropriate invoicing by the Contractor, whichever is later. The remaining one-half of the fee shall be due and payable thirty (30) calendar days after the employee officially and successfully completes the required civil service probationary period.
 - (1) Contractor shall submit an invoice/claim for the placement fee which shall include the following:
 - (a) Name and Social Security Number (SSN) of the nursing personnel.

- (b) First date the nursing personnel worked for the Contractor at any CDCR Institution/DJJ Facility or unit.
- (c) Date the nursing personnel received the notice of intent to hire from CDCR/CCHCS.
- (d) Name of the CDCR Institution/DJJ Facility or unit hiring the nursing personnel.
- (e) Last date nursing personnel worked for the Contractor at the CDCR Institution/DJJ Facility or unit prior to receiving notice of intent to hire.
- (f) Last date of nursing personnel's employment with the Contractor.

ARTICLE II
SPECIAL BUDGET DETAIL AND PAYMENT PROVISIONS

1. Confidentiality of Exempt or Emergency Agreement Rates

CDCR/CCHCS is exempt from publicly disclosing the rates of payment contained in CDCR/CCHCS Healthcare Agreements for four (4) years after the date of execution of an Agreement or an Agreement amendment per Government Code Section 6254.14. CDCR/CCHCS is also exempt from publicly disclosing the terms and conditions contained in CDCR/CCHCS Healthcare Agreements for one (1) year after the date of execution of an Agreement or Agreement amendment per Government Code Section 6254.14. Except for required disclosures set forth in Government Code Section 6254.14, CDCR/CCHCS and Contractor agree to protect the confidentiality of the rates contained in this Agreement or Agreement amendment for four (4) years after the date of execution in accordance with the appropriate Government Code.

2. Submission of Invoices/Claims

- a. In order to ensure prompt and accurate payment, all invoices/claims 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/claims are sent to the correct address as set forth below according to service type.** Invoices/claims 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/claims must be completed thoroughly, with all applicable fields completed. Invoices/claims that are submitted to the appropriate location but have been altered, or 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 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. All invoices/claims shall include the Agreement Number and shall not be submitted more frequently than monthly in arrears, with the exception of procedure based billing invoices/claims as noted in Article 2, Section 2, Provision D, Subdivision 2(b) of this Exhibit. In addition to the invoice/claim, the following information must be provided in association with the type of services provided:

(1) Contractors of Temporary/Relief Registry Services

- (a) Contractors of Temporary/Relief Registry Services shall submit both an invoice/claim and timesheet for reimbursement. All documents shall be legible or documents will be returned to the Contractor for correction.

Invoices/claims submitted shall include the following information and must be legible in order to be considered complete and acceptable for processing, or the invoice/claim will be returned to the Contractor for correction.

1. Company name of Contractor.
2. Company address, phone number and e-mail of Contractor.
3. Date of invoice/claim.
4. Invoice/claim number.
5. CDCR Institution/DJJ 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 location and service area where medical services were performed (Medical, Mental Health, Dental).
11. Hourly Rate.
12. Regular Hours worked.
13. Unanticipated Hours (if applicable).
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 in each service area (Medical, Mental Health, Dental).
20. Summary of total dollar amount for each service area (Medical, Mental Health, Dental).
21. Grand total of hours worked.
22. Grand total dollar amount.
23. Number of CDCR Patients/DJJ Youth seen (if applicable).
24. Name(s) of CDCR Patients/DJJ Youth (if applicable).
25. Patient CDCR number and/or Person Identification (PID) number/DJJ Youth, Youth Authority (YA) number (if applicable).

Timesheets shall include the following:

1. Date(s) of services provided.
2. First and Last Name of Provider performing the services.
3. Last four digits of the Provider's Social Security Number.
4. Provider Classification.
5. CDCR Institution/DJJ Facility where services were performed.
6. Total hours Provider worked listed separately by regular, unanticipated, orientation, on-call, or call-back hours.
7. Contractor shall invoice/claim the exact time that the Provider provided services during the scheduled shift. Contractor shall not approximate or round hours reported on timesheets. 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.
8. Actual location and service area where medical services performed (Medical, Mental Health, Dental).
9. Number of CDCR Patients/DJJ Youth seen (if applicable).
10. Contractor or Provider printed name, signature and date.
11. Supervisor or Authorized Designee's printed name, classification, approval signature and date signed for all hours.

(2) Contractors of Temporary/Relief Specialty Services, Non-Registry Specialty Services, or On-site Physician Services

(a) Invoices/claims submitted for services reimbursed at an **hourly rate** shall include all applicable information listed below:

1. Contractor Federal Employer Identification Number (FEIN) and National Provider Identifier (NPI) number.
2. Contractor name, address, and Agreement number.
3. Attending Physician Name.
4. CDCR Institution/DJJ Facility where services were performed.
5. Date(s) of services.
6. Type(s) of services.
7. Total number of CDCR Patients/DJJ Youth seen.
8. Time in, time out, and total hours at clinic (including overtime, on-call, etc.).
9. Copy of the ducat/appointment list provided by the CDCR Institution/DJJ Facility (Ducat must include CDCR Patient number and/or Person Identification (PID) number/DJJ Youth, Youth Authority (YA) number (if applicable).
10. Any other medical information or documentation from external sources reasonably required to verify and substantiate the provision of services and the charges for such services.

Invoices/claims submitted for On-site Physician services reimbursed at an **hourly rate** shall be mailed to the following address for processing:

California Correctional Health Care Services
Healthcare Invoicing Branch, Building D
P.O. Box 588500
Elk Grove, CA 95758

(b) Contractors reimbursed through **procedure based billing** shall adhere to the following information for reimbursement and may submit claims on a flow basis:

1. On-site services performed at a procedure based billing reimbursement rates shall have invoices/claims submitted in the form of a CMS-1500 or its successor (as applicable) and shall itemize each service provided.
2. Invoices/claims submitted for payment must be typewritten, legible and accurate and submitted within one hundred twenty (120) calendar days after the provision of services.
3. Invoices/claims submitted after one hundred twenty (120) calendar days may not receive payment for these invoices/claims.
4. Invoices/claims older than one hundred twenty (120) days shall be submitted in accordance with Exhibit D, Special Terms and Conditions & Additional Provisions, Section 1, Dispute Resolution, (b)(3) Formal Claims Appeal.

Invoices/claims submitted for reimbursement of services performed through **procedure based billing** shall be submitted to the Third Party Administrator at the following address for processing:

CorrectCare Integrated Health
P.O. Box 349026
Sacramento, CA 95834-9026

(3) On-site Physician Directorship Services

Invoices/claims submitted for On-site Physicians Directorship services reimbursed at an **hourly/monthly rate** shall include all applicable information listed below:

- (a) Contractor FEIN and NPI number.
- (b) Contractor name, address and Agreement number.
- (c) CDCR Institution/DJJ Facility where services were performed.
- (d) Date(s) of services.
- (e) Type(s) of services.
- (f) Total Hours worked at CDCR Institution/DJJ Facility.
- (g) Any other medical information or documentation from external sources reasonably required to verify and substantiate the provision of services and the charges for such services.
- (h) Documented phone consults (if applicable).

Invoices/claims submitted for On-site Physician Directorship services shall be mailed to the following address for processing:

California Correctional Health Care Services
Healthcare Invoicing Branch, Building D
P.O. Box 588500
Elk Grove, CA 95758

(4) Off-site Healthcare Services

- (a) Invoices/claims submitted for payment shall be in the form of a CMS-1500 or its successor (as applicable) and shall itemize each service provided.
- (b) Invoices/claims submitted for payment must be typewritten, legible and accurate and submitted within one hundred twenty (120) calendar days after the provision of services.

Invoices/claims submitted for Off-site Healthcare Services shall be mailed to the Third Party Administrator at the following address for processing:

CorrectCare Integrated Health
P.O. Box 349026
Sacramento, CA 95834-9026

Information concerning invoices/claims adjudicated for CCHCS by CorrectCare Integrated Health may be accessed through the CorrectCare Integrated Health (CCIH) Web Portal. Instructions for registration and use of the web portal can be accessed by calling the CCHCS Healthcare Invoicing Branch (HIB) Help Desk at (916) 691-0699 or at:

<http://www.correctcare.com/portal/>

Pursuant to the California Prompt Payment Act, Government Code Section 927 et seq, undisputed invoices/claims shall be paid within forty five (45) days of the date of receipt. Invoice/claim billing cycles shall be restricted to sixty (60) days from original invoice/claim submission date or after the Contractor has verified the invoice(s)/claim(s) are not in the CCIH Web Portal waiting processing. If you do not have access to the CCIH Web Portal, contact the HIB Help Desk at (916) 691-0699 to verify receipt of invoices/claims.

(5) Hospital/Surgery Center

Invoices submitted for payment shall be in the form of a CMS 1450 (UB 04) or their successors and shall itemize each service provided. Invoices submitted for payment must be legible, accurate, and submitted within ninety (90) calendar days after the provision of services or such other time frame as permitted or required by applicable law. Invoices that have been altered or are inaccurate and do not

provide the above information will not be accepted and will be returned to the Contractor for correction. Invoices shall include:

- (a) Contractor name, address, and Agreement number.
- (b) Attending physician.
- (c) CDCR institution.
- (d) Copy of Prior Authorization signed by CDCR Health Care Manager or designated representative.
- (e) Patient name and CDCR number.
- (f) Date(s) of services.
- (g) Type(s) of services.
- (h) ICD-10-CM Procedure Code(s) or Current Procedural Terminology (CPT) Code(s).
- (i) ICD-10-CM Diagnosis Code(s).
- (j) DRG code for all in-patient admissions.
- (k) Any other medical information or documentation from external sources reasonably required to verify and substantiate the provision of hospital services and the charges for such services.

Invoices shall be mailed to:
CorrectCare Integrated Health
P.O Box 349026
Sacramento, CA 95834-9026

CDCR/CCHCS shall render payment in accordance with and within the time specified in Government Code Chapter 4.5 Section 927 et seq.

CDCR/CCHCS reserves the right to deny a Contractor's Invoice/Claim if Contractor fails to submit it in the appropriate format or within the appropriate time frame specified in this Section. The CDCR/CCHCS will provide an explanation along with the invoice/claim denial and the basis for invoice/claim rejection. The Contractor will have the right to appeal or otherwise resubmit the invoice/claim with the reasonably required documentation.

3. Travel Reimbursement

THIS PROVISION IS FOR EMERGENCY PURPOSES ONLY AND SHALL ONLY BE UTILIZED IN ADDRESSING EMERGENCY ACCESS TO CARE NEEDS.

- a. If this provision is applicable with regards to this agreement language stating such shall be referenced in either Exhibit B-1 or Exhibit B-2, Rate Sheet, which is included as part of this Agreement.
- b. In order to be reimbursed for travel, Contractor and/or Provider must forward an original signed State Travel Expense Claim (TEC), Standard Form 262 along with the following items:

- (1) An itemized invoice/claim provided by the Contractor and/or Provider indicating where services were performed.
- (2) A map showing mileage.
- (3) Receipts, and/or any other supporting documentation.

Items shall be sent to the CDCR Institution/DJJ Facility contract liaison or designee for review and verification.

Contractor's/Provider's TEC must be approved and signed by the CCHCS Medical Contracts Section Manager, or a CDCR Institution's Chief Executive Officer/Chief Medical Executive or designee or DJJ Facility Chief Medical Officer or designee; the CDCR Institution/DJJ Facility contract liaison or designee shall submit the approved TEC, with all associated documentation, to the following location for processing:

Sacramento Accounting Office
Attention: Accounts Payable A
P.O. Box 187015
Sacramento, CA 95818-7015

4. Reimbursement of Service Agreements with a Goods Component

Agreements that contain a goods component such as, but not limited to: hearing aids, eye glasses, prosthetics, and/or orthotics, shall submit healthcare service invoices/claims separately (e.g. a Contractor who conducts a hearing test and supplies hearing aids, shall submit one invoice/claim for the hearing test and a separate invoice/claim for the hearing aid). Invoices/Claims shall also include the Agreement Number and the Purchase Order Number.

- a. Healthcare equipment and supplies must be reviewed and approved prior to a Contractor's submittal of an invoice/claim for payment by the ordering CDCR Institution/DJJ Facility. Approved healthcare supply invoices/claims shall be submitted to the following location for processing:

Sacramento Accounting Office
Attention: Accounts Payable A
P.O. Box 187015
Sacramento, CA 95818-7015

- b. For payment of related healthcare services, Contractor shall submit invoices/claims to the following address:

California Correctional Health Care Services
Healthcare Invoicing Branch, Building D
P.O. Box 588500
Elk Grove, CA 95758

5. Invoice/Claim Billing Appeals

Submit invoice/claim billing appeals to the following address:

California Correctional Health Care Services
Healthcare Invoicing Branch Appeals, Building D
P.O. Box 588500
Elk Grove, CA 95758

6. Rejection of Contractor's Appeal

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 in this Agreement. Disputed invoices/claims will be returned to the 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 pertinent documentation.

7. Invoice/Claim Payment Inquiry

Should a Contractor have questions or concerns regarding the processing and/or payment of healthcare invoices/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 Healthcare Invoicing Branch (HIB) should be used as a resource in solving potential CDCR/CCHCS Patient/DJJ Youth healthcare invoice/claim disputes. Contractor shall refer to Exhibit D, "Special Terms and Conditions & Additional Provisions", of this Agreement for detailed dispute information.

8. Healthcare Invoicing Branch (HIB) Help Desk

Contractor shall contact the HIB Help Desk at (916) 691-0699 with any questions or clarifications regarding the healthcare invoice/claim submittal or dispute process. If resolution to the invoice/claim cannot be resolved via the verbal inquiry process, the Contractor shall refer to the formal healthcare invoice/claims appeal process outlined in Exhibit D "Special Terms and Conditions & Additional Provisions" for detailed information.