**ARTICLE I**

**STANDARD BUDGET DETAIL AND PAYMENT PROVISIONS**

**IMPORTANT! USER KEY CODE**

**RED text is optional language prompting the contract analyst to select whatever is applicable and delete what is not applicable; BLUE text indicates a MACRO requiring the contract analyst to insert additional information; GREEN text is instructional hidden text and BLACK text is required language that should not be deleted without manager approval.**

1. **Invoicing/Claims and Payment**
2. 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, Rate Sheet, which is included as part of this Agreement.
3. 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.
4. **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.

1. **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.

1. **Permanent Employment of Contractor Nursing Personnel (applicable for Nursing Service(s) contracts only)**
	1. The parties acknowledge that Contractor has agreements with its nursing personnel and incurs expenses in maintaining staffing resources. The parties further acknowledge that CDCR/CCHCS must comply with State civil service law, and other federal and state laws, regulations, and policies governing public employment.
	2. The parties agree that CDCR/CCHCS may, without incurring a placement fee, hire Contractor nursing personnel at any time if the nursing personnel was on a State of California employment list for the position for which he/she was hired by CDCR/CCHCS, prior to the first date that the nursing personnel worked for the Contractor at any CDCR Institution/Department of Juvenile Justice (DJJ) Facility or unit.
	3. If the Contractor nursing personnel does not meet the requirement in Section 4B above, the parties agree that CDCR/CCHCS/DJJ shall pay a placement fee of Two Thousand Dollars ($2,000.00).
	4. The placement fee shall be paid to the CDCR/CCHCS Contractor through whose CDCR/CCHCS contract the nursing personnel was providing services at the time the nursing personnel received a notice of intent to hire from CDCR/CCHCS, provided the nursing personnel has provided services at a CDCR Institution/DJJ Facility or unit that CDCR/CCHCS had a contract with during the 12-month period prior to the date the nursing personnel received the notice of intent to hire by CDCR/CCHCS.

In the event the nursing personnel is employed with multiple CDCR/CCHCS Contractors at the time the notice of intent to hire is received, CDCR/CCHCS shall divide the placement fee equally among the CDCR/CCHCS Contractors that meet the criteria listed above.

1. Contractor shall submit an invoice/claim for the placement fee which shall include the following:
* Name of the nursing personnel
* First date the nursing personnel worked for the Contractor at any CDCR Institution/DJJ Facility or unit
* Date the nursing personnel received the notice of intent to hire from CDCR/CCHCS
* Name of the CDCR Institution/DJJ Facility or unit hiring the nursing personnel
* Last date nursing personnel worked for the Contractor at the CDCR Institution/DJJ Facility or unit prior to receiving notice of intent to hire.
* Last date of nursing personnel’s employment with the Contractor
	1. Section 4 shall only apply to the Department’s hiring of Contractor nursing personnel for a CDCR/CCHCS employee position.
1. **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).

**ARTICLE II**

**SPECIAL BUDGET DETAIL AND PAYMENT PROVISIONS**

1. **Submissions of Invoices/Claims**
2. 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)
3. 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.
4. 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 a contract amendment*.***
5. 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 Section1, subdivision D, article 3. In addition to the invoice/claim, the following information must be provided in association with the type of services provided:
6. Contractors of Temporary/Relief Registry Services

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 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 registry company 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 Patient-Inmates/DJJ Youth seen (if applicable)
24. Name(s) of CDCR Patient-Inmates/DJJ Youth (if applicable)
25. CDCR Patient-Inmate 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. Provider Classification
4. CDCR Institution/DJJ Facility where services were performed
5. Total hours Provider worked listed separately by regular, unanticipated, orientation, on-call, or call-back hours
6. 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 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
7. Actual location and service area where medical services performed (Medical, Mental Health, Dental)
8. Number of CDCR Patient-Inmates/DJJ Youth seen (if applicable)
9. Contractor or Provider printed name, signature and date
10. CDCR Authorized Designee’s printed name, classification, approval signature and date signed for all hours
11. Contractors of Temporary/Relief Specialty Services or Non-Registry Specialty Services

Contractors shall include the following information on the invoice/claim submitted for **hourly** reimbursement:

1. Contractor Federal Employer Identification Number and National Provider Identifier 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 Patient-Inmates/DJJ Youth seen
8. Time in and 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-Inmate name and CDCR number and/or PID number/DJJ Youth name and YA number)
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 services performed at an **hourly** reimbursement shall be submitted to the following address:

California Correctional Health Care Services

Healthcare Invoice, Data and Provider Services Branch

P.O. Box 4038, Suite 3701

Sacramento, CA 95812-4038

1. Contractors reimbursed through **procedure based billing** shall adhere to the following information for reimbursement and may submit claims on a flow basis:
2. 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.
3. 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.
4. Invoices/claims submitted after 120 calendar days may not receive payment for these invoices/claims.
5. Invoices/claims older than 120 days shall be submitted in accordance with Exhibit D, Special Terms and Conditions & Additional Provisions, Section 1, Dispute Resolution, 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

1. **Travel Reimbursement for On-site Emergency Temporary/Relief Contractors/Providers**
2. Travel Reimbursement is only to be used if negotiated into a contract. The language written in this section is an example and should be reviewed and approved by your SSMl SSMll and the Deputy Director.

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

 *(the language in this entire section should be typed in* ***“red”*** *text signifying optional language, prompting the user to select language that is applicable to the specific contract and delete language that is not applicable.)*

1. If this provision is applicable with regards to a current contract, language stating such shall be referenced in either an Exhibit B-1 or an Exhibit B-2 included in this contract.
2. 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: an itemized invoice/claim provided by the Contractor and/or Provider indicating where services were performed, a map showing mileage, receipts, and any other supporting documentation 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 Deputy Director, or a CDCR Institution’s Chief Executive Officer/Chief Medical Executive or designee, or a 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 Regional Accounting Office

Accounts Payable, “A” Unit

P.O. Box 187015

Sacramento, CA 95818-7018

1. **Reimbursement of Service Contracts with a Goods Component**

Contracts 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 and biddable healthcare equipment and supply 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).

Contracts that contain a goods component must adhere to the following procedures:

1. **Competitively bid 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 Regional Accounting Office

Accounts Payable, “B” Unit

P.O. Box 187018

Sacramento, CA 95818-7018

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

California Correctional Health Care Services

Healthcare Invoice, Data and Provider Services Branch

P.O. Box 4038, Suite 3701

Sacramento, CA 95812-4038

1. **Invoice/Claim Billing Appeals**

Submit invoice/claim or billing appeals to the following address:

California Correctional Health Care Services

Healthcare Invoice, Data and Provider Services Branch

P.O. Box 4038, Suite 3701

Sacramento, CA 95812-4038

1. **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 within 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 the pertinent documentation.

1. **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 Invoice, Data and Provider Services Branch (HIDPSB) should be used as a resource in solving potential CDCR Patient-Inmate/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.

1. **Healthcare Invoice, Data and Provider Services Branch Help Desk**

Contractor shall contact the HIDPSB Help Desk at (916) 648-8399 until January 13, 2013 and at (916) 691-0699 after January 13, 2013 with any questions or clarifications regarding the healthcare invoice/claim submittal or dispute process. If resolution to the CDCR Patient-Inmate/DJJ Youth 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.”