



CALIFORNIA CORRECTIONAL HEALTHCARE SERVICES

REQUEST FOR PROPOSALS

**HEALTHCARE PROVIDER NETWORK AND THIRD PARTY
ADMINISTRATOR SERVICES**

RFP# HCPNTPA13366

**RELEASE:
APRIL 15, 2014**

**DRAFT PROPOSALS DUE:
JUNE 2, 2014**

**FINAL PROPOSALS DUE:
JULY 16, 2014**

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1. Request

The California Correctional Health Care Services (“CCHCS”)¹ is requesting proposals for a Healthcare Provider Network (“HCPN”) of community based Specialty Medical Services Providers and a Third Party Administrator (“TPA”) for Healthcare Claims Processing Services and an Electronic Prior Authorization program for the California Department of Corrections and Rehabilitation (“CDCR”). The contract awarded by CCHCS will be an agreement with CDCR. The terms “Bidder,” “Proposer,” and “Contractor” are used interchangeably in this RFP.

2. Background

This RFP is not subject to provisions of the Public Contract Code (PCC) pertaining to bidding and awarding of contracts, but rather uses substitute procedures authorized by the United States District Court for the Northern District of California, in *Plata v. Brown*, Case Number C01-1351 TEH (*Plata Court*). See *Plata Court* Order dated June 4, 2007, available at the CCHCS website at: <http://www.CPHCS.ca.gov/plata.aspx>.

No administrative protest of the award of the contract resulting from this RFP is available.

CCHCS reserves the right to modify or cancel, in whole or in part, this RFP at any time prior to contract award. Any RFP modification(s) and/or cancellation will be made by addendum. CCHCS reserves the right to negotiate services and related costs deemed necessary to meet the needs of the project.

The CDCR is currently responsible for healthcare services to approximately 134,000 inmates in thirty-five institutions (35), and two (2) Division of Juvenile Justice (DJJ) youth facilities throughout the state. The scope of the healthcare mission includes primary, urgent, acute, emergency and long term care, as well as preventative care, and chronic care management. Cases requiring specialty medical consultation, treatment, or complex specialty management are seen remotely by telemedicine or referred to community based medical service providers. Several community hospitals have secured wings within the hospital dedicated to CDCR patient inmates. The wings range in size from eight(8) to twenty-nine(29) beds.

In 2010, CCHCS contracted with a HCPN to develop and implement a network of community based healthcare providers to provide services to CDCR patient-inmates that are not available in the CDCR institutions and to DJJ youths in California that are not available in the DJJ facilities.

¹CCHCS is the area of CDCR responsible for medical, dental, and mental health care for California’s adult state prison population. Where the context suggests, references to “CCHCS” may be synonymous with only the medical area of CDCR; or the medical, dental, and/or mental health care areas of CDCR; or with CDCR as a whole.



In 2009, CCHCS contracted with a TPA to process claims and to implement an efficient business model for adjudicating claims. The TPA currently provides a web-based portal for both vendors and CCHCS to view status of claims and generate reports. The Contractor shall provide a single point of entry vendor portal for claim status and simple report inquiries. The Contractor shall also provide a single point of entry web-based portal for CCHCS to complete claim review, simple and detailed adhoc report generation and a ticketing/servicing section for CCHCS questions and exceptions regarding vendor inquiries, utilization management, refunds, eligibility, prior authorization and appeals reviews, including a tool where CCHCS staff can view and print images of vendor claims as submitted.

CCHCS uses a manual Authorization request for medical services, which does not validate authorization at time of claims payment. Therefore, a new prior authorization component is necessary to assure the claims paid, match the services authorized and provided.

In order to ensure the state is receiving these services, including Prior Authorization, at the most competitive rate, CCHCS seeks to continue contracting for the HCPN, and a TPA, using best practices and standards in the industry applicable to the correctional environment. The objective is to contract with a qualified firm to continue the healthcare provider network management and claims processing services, for the following period: Five (5) initial years with Five (5) optional One-(1-) year extensions.

If requested by the State, Contractor agrees to negotiate in good faith with the State, including State departments other than CDCR, to provide goods, services and pricing substantially similar to that set forth in this Agreement, to those departments delivering healthcare services to CDCR patients. Those goods and services may be provided via written amendment to this Agreement or by separate agreement with the other State department.

The Parties agree and acknowledge that if any provision of this Agreement is determined by a final judgment of a court of competent jurisdiction to be illegal or unenforceable, such determination shall not affect the balance of this Agreement, which shall remain in full force and effect, and such invalid provision shall be deemed severable.

3. Project Information

3.1. Healthcare Provider Network

CCHCS is responsible for health care expenses for CDCR patient-inmates and the Division of Juvenile Justice (DJJ) is responsible for health care expenses for youths,



whether delivered on-site or off-site. CDCR adult patient-inmates are housed at institutions and youths are housed at DJJ facilities.

Development of medical delivery models are being planned to reduce off-site medical services through on-site specialty medical consultations and use of telemedicine services. The models will also include reviews of medically complex CDCR patient-inmate and DJJ youth treatment needs to determine best access to care options, which might include relocating them to different institution/facilities where access to the medical service is more readily available. For statistical data relating to this area, please refer to the Bidders Library.

The Contractor will not be responsible for the provision of primary care services within the CDCR institutions, and/or DJJ facilities, or the provision of prescribed pharmaceuticals, which are filled by the CDCR pharmacies.

All CDCR institutions and DJJ facilities provide nursing services which are available twenty-four (24) hours a day, seven (7) days a week. When needed and available, contracted specialists come on-site to see the CDCR patient-inmates and DJJ youths. CDCR/CCHCS has a statewide contract for the purchase of pharmaceuticals which is not part of this contract.

Services provided on-site by CCHCS staff or personnel providing services under other contracts include but are not limited to the following. See Exhibit B-1 – Service Needs

1) Ancillary Services:

- Radiology (Imaging). Excludes read and interpret, advanced diagnostics or interventional procedures, Ultrasound, MRI, and CT.
- Pharmacy
- Dialysis
- Laboratory (Selected institutions have full lab services)

2) Telemedicine Services (non-specialty community physicians)

3) Mental Health Services

4) Dental

5) Obstetrics/Gynecology

Services expected to be provided through the Provider Network include, but are not limited to the following services that are not performed by state staff or need to be done in the community.

1) Ancillary Services:



- Radiology (Imaging) read and interpret, advanced diagnostics or interventional procedures
- Mobile Radiology (MRI, CT, Ultrasound)
- Laboratory (specimen testing)
- Offsite Dialysis (emergent need when services cannot be provided on-site)

2) Skilled Nursing Facilities

3) Mental Health (emergency services)

4) In-Patient Mental Health Facilities for DJJ Youths

5) Offsite Specialty Dental Services

6) Hospital

7) Specialty Physician

3.2. Third Party Administrator

CCHCS currently contracts with a TPA. Claims are adjudicated and paid by the TPA for each CDCR patient-inmate and DJJ youth. CCHCS expects the successful bidder to maintain a fully automated claims processing system in compliance with electronic transmission standards and security requirements and all other rules and regulations that implement the Health Insurance Portability and Accountability Act (HIPAA) and California patient privacy and security laws and California and Federal billing requirements; to provide an integration of systems (provider network, claims, and prior authorization); and to continue to provide web access for providers and CCHCS personnel, which allows viewing of claim status and information on health care utilization and offers other provider service functions.

3.3. Prior Authorization

Currently, CCHCS does not have an electronic prior authorization system. This has challenged our ability to centrally manage and delegate institutional authority to approve treatment authorization requests; this also prevents contemporaneous reporting of daily incurred costs for timely intervention and management. Additionally, inconsistent authorization of levels of care, associated hospitalist and imaging services, and other non-standardized hospital review data entry issues produce a higher level of retrospective audit work than is necessary. To produce a sustainable cost effective, accessible specialty and hospital review and approval process, an electronic prior authorization system is necessary.

4. Scope of Service

The Scope of Services (referred to as the “Work” or “Services”) in this section generally describes the work the Contractor will perform under the Contract.

A Bidder submitting a proposal that results in the award of a Contract will be considered the Contractor (“Contractor”). The Contractor accepts full responsibility for coordinating and controlling all aspects of the Contract, including support or activities to be performed by any subcontractors or independent contractors. The Contractor will be the sole point of contact with CCHCS relative to Contract performance.

The Contractor will be responsible for providing all labor, equipment, materials, staff, transportation, licenses, permits, certificates, and every other item of expense necessary to provide a statewide network of community based providers of the types listed in Exhibit B-1– Service Needs, and for all institutions listed in Exhibit F – List of Participating Institutions and Exhibit G – California State Institutions Map, which shows 34 institution locations and DJJ facilities. The map does not include California City Correction Center (CAC) which brings institution total to 35. These institution locations are listed on Exhibit F. The health care services listed in Exhibit B-1 are not all inclusive and CCHCS reserves the right to request additional specialty services to be included in the network. CCHCS is also seeking solutions for developing optimal rate schedules to facilitate access to affordable specialty care, and promoting good clinical outcomes and relative solutions to decreasing off-site CDCR patient-inmate transportation. The Contractor shall also provide a Prior Authorization program which will meet the requirements as listed in Section 5.

The Contractor shall have the network of medical providers accessible through a web-based portal directory accessible to all designated staff at the institutions, facilities, satellite locations, and headquarters.

The Contractor must provide a full service TPA for healthcare claims as listed in Exhibit B-2, utilizing industry standard methods; the Contractor will be required to develop interfaces to multiple state agencies and state databases as listed in 5.2 Third Party Administrator, TPA Process Diagram.

The Contractor shall provide a Prior Authorization tool and processes as listed in Exhibit B-3, utilizing industry standard methods.

The Contractor shall provide access to all services including medical provider network directory, TPA, and Prior Authorization through a single web-based portal accessible to all designated staff at the institutions, facilities, satellite locations, and headquarters.

Inmate and youth medical claims and the required Contractor Help Desk shall be located within the United States and must be open to CDCR/CCHCS staff from



8:00a.m.to 5:00p.m. Pacific Time, Monday through Friday, excluding weekends and State of California observed holidays.

It is CCHCS’ expectation that a contract will be executed with the successful Proposer (Contractor) within four (4) weeks of notification of the contract Award.

All services including the following must be fully implemented within one (1)year of the contract effective date:

- 1) All health care services to patient-inmates, medical parolees, and youths in the community through the provider network, both off-site and on-site at the CDCR institutions;
- 2) TPA electronic claims processing; and
- 3) Electronic Prior Authorization program.

The initial contract period will be five (5) years, with five (5) one- (1-) year extensions at CCHCS’ option. See Appendix B—Cost Proposal for requirements.

Inquiries/questions regarding this Request for Proposal (RFP) shall be addressed to:

Karen Creighton
Associate Director, Healthcare Invoice, Data & Provider Services
California Correctional Health Care Services
P.O. Box 588500
Elk Grove, CA 95758

CCHCSRFP13366@cdcr.ca.gov

Inquiries/questions should be submitted in the following format:

RFP Section and Page #	Bidder Question	CCHCS Response

Insert “HCPNTPA Services RFP” in the subject line of your e-mail.



5. Detailed Scope of Services

5.1. Healthcare Provider Network

Contractor shall:

1. Furnish all necessary personnel, materials, facilities and other services (unless otherwise specified) to accomplish delivery of the Services described in the RFP.
2. Establish and expand the number of cost effective provider contracts within a statewide provider network for off-site and on-site health care to CDCR patient-inmates and DJJ youths listed in Exhibit B-1 – Service Needs. The network must include provider services listed in Exhibit B-1– Service Needs, in Oregon, Nevada and Arizona for nearby CDCR institutions. The statewide network shall include, but is not limited to, hospitals, physicians, ambulance, skilled nursing facilities, telemedicine, ambulatory surgery centers, ancillary providers, tertiary care, transplants, dental specialty services (oral surgery and maxillofacial), and on-site specialty services.
3. Provide a listing of the network of medical providers accessible through a web-based portal directory accessible to all designated staff at the institutions, facilities, satellite locations, and headquarters.
4. Establish reimbursement rates with discounts for healthcare services provided to CDCR patient-inmates and DJJ youths by off-site and on-site healthcare providers that promote the objectives of Penal Code Section 5023.5.
5. Facilitate continuity of care upon transition of the provider network, if necessary. Provider contracts must include provisions that require provider to continue treatments of the CDCR patient-inmates or DJJ youths through the departing network provider contract.

A. Dispute Resolution

1. CCHCS and Contractor, Contract Disputes
 - a. Disputes involving the terms of this contract, will be handled as outlined in Exhibit D – Special Terms and Conditions & Additional Provisions, Section 1a.
2. Contractor and its Contracts with Network Providers
 - a. Contractor is responsible to resolve all disputes involving its contracts with its Network Providers, including any pricing disputes based on the rates, or pricing of invoices agreed upon in the contracts.



5.2. Third Party Administrator

CCHCS seeks a contractor who will work side-by-side with CCHCS claims processing and management staff to plan and fully implement best practices and industry standard processing of healthcare claims applicable to the correctional environment. The scope of services includes all healthcare claims processing within CDCR. This includes, but is not limited to, hospitals, physicians, and ambulance claims for health care services by utilizing the UB-04 and CMS-1500 claim forms. Healthcare providers submit claims, whether they have an active contract or not. In the absence of a contract, the Contractor will be advised of the appropriate authority for processing and payment by CCHCS. It is the expectation that the successful Contractor will provide a detailed proposal plan for meeting the requirements listed in this RFP for the following services:

Contractor shall:

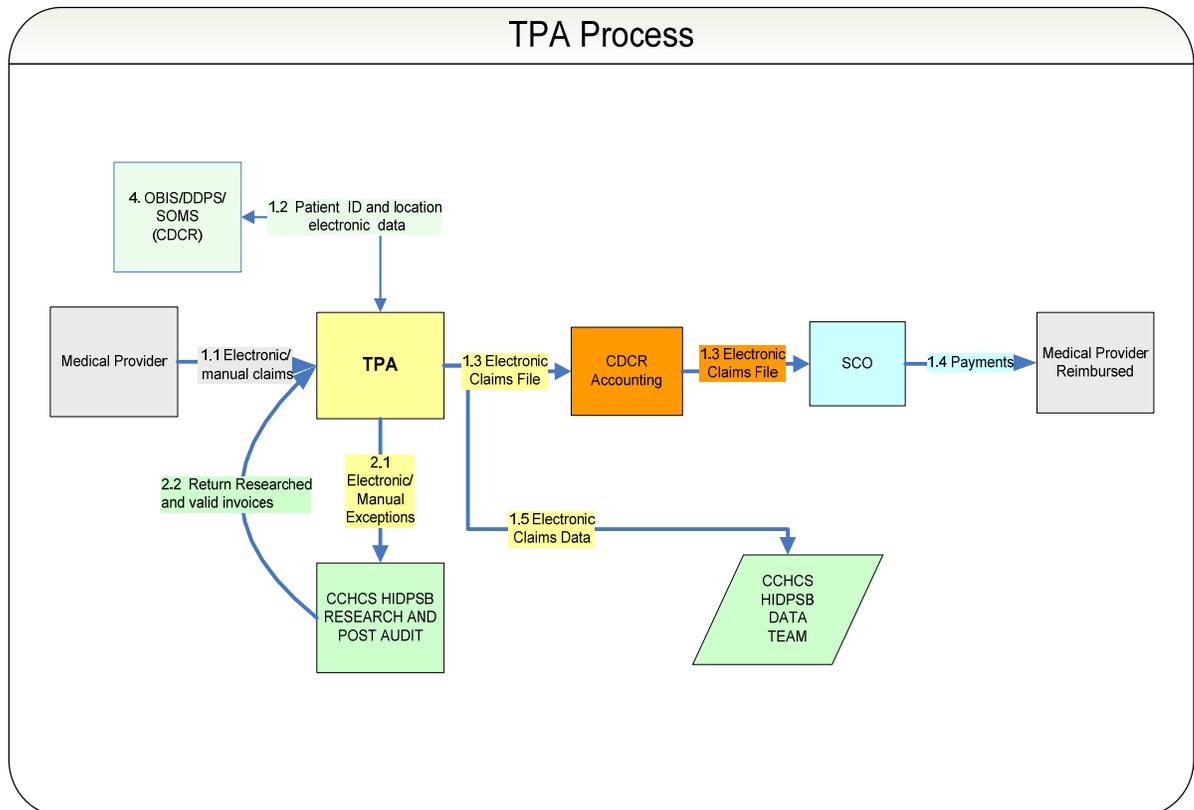
1. Administer healthcare claims, to include all claims inventory at the time of transition. The Contractor shall submit a proposal for assuming this workload to CCHCS as part of its bid.
2. Maintain a fully automated claims processing system in compliance with electronic transmission standards and security requirements and all other regulations as required by HIPAA and California patient privacy and security law.
3. Integrate the following systems: provider network, claims processing (including Contract Medical Database), BIS, SCO, Medi-Cal, and OBIS/SOMS.
4. Provide a single point Web access to providers and CCHCS personnel that allows viewing of claim status, canned claim reports for vendors, information on healthcare utilization, and expenditures, and offers other provider service functions.
5. Ensure claim system includes a pre/post adjudication auditing function which provides additional safeguards for preventing inappropriate and/or duplicate claims reimbursement, and be able to report on savings and cost avoidance.
6. Send electronic files of claims for payment to CDCR's Sacramento Accounting Office, with clean claims within twenty-five (25) days of receipt. See Bidder's Library for format.
7. Maintain records and management reports, including claims and accounting information as required by the Agreement.
8. Provide timely response to inquiries from and to CCHCS designated personnel, and vendors about the status of a claim, correspondence, Prior Authorization,



Appeal, payment, refunds, and other information requested by such parties within two (2) business days.

9. Conduct review of disputed claims in accordance with the requirements in the Agreement.
10. Accept and process claims for contracted (participating) and non-contracted (non-participating) vendors.
11. Accept and process claims submitted in a non-standard format or non-standard billing documents, as requested by the State.
12. Create a claims file for CDCR patient-inmates enrolled in Medi-Cal for resubmission to the Department of Health Care Services' Fiscal Intermediary. See Bidder's Library for format.
13. Offer cost effective claims processing charges:
 - a. No additional fees will be paid by the State for any vendor claim resubmissions or duplicate submissions.
14. Provide a fully staffed Help Desk for (but not limited to):
 - a. CCHCS claim inquiries
 - b. CCHCS Prior-Authorization and dispute inquiries
 - c. CCHCS technical questions (claim submissions, web portal, etc.)
15. Provide a Web-based portal in which providers and CCHCS can:
 - a. View status of individual or groups of claims including, but not limited to:
 - i. Dates of service
 - ii. Date range of service
 - iii. Invoice number
 - iv. Inmate (patient) name
 - v. Inmate's (patient) CDCR number
 - vi. Date of birth
 - b. Run vendor reports such as:
 - i. Monthly paid
 - ii. Monthly rejected
 - iii. Monthly claims in Process
 - iv. Monthly denials by reason codes
 - v. Quarterly appeals received, resolved, in favor of provider or Plan, resolution time
 - c. This listing is not all inclusive and additional reports may be required.

16. The following drawing illustrates how CCHCS envisions the Contractor will provide claims processing services:



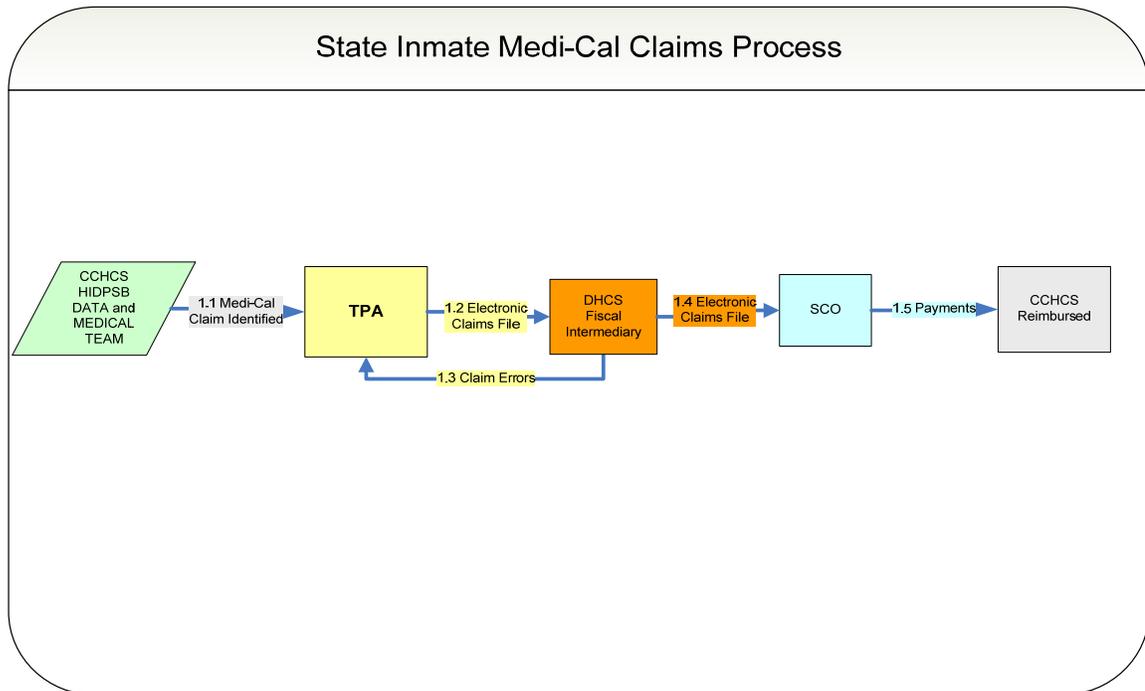
Standard Claims Processing

1. Providers submit claims electronically or manually, depending upon provider, to TPA for processing
2. Electronic receipt of patient-inmate CDCR ID and location data
3. Approved claims daily sent electronically to CDCR Accounting who in turn submits to the State Controller’s Office (SCO) and returns paid claim information back to the TPA
4. SCO pays provider and returns paid claims information back to CDCR Accounting
5. Claims data sent electronically to CCHCS Healthcare Invoice, Data and Provider Services Branch (HIDPSB)

Exception Claims Processing

1. Providers submit claims electronically and manually, depending upon provider, to TPA for processing

2. Exceptions sent electronically or manually to CCHCS Healthcare Invoice, Data and Provider Services Branch (HIDPSB)
3. Approved exceptions sent to TPA for processing
4. Approved claims sent electronically to CDCR Accounting who in turn submits to the State Controller's Office (SCO) and returns paid claim information back to the TPA
5. SCO pays provider and returns paid claims information back to CDCR Accounting
6. Claims data sent electronically to CCHCS Healthcare, Invoice, Data and Provider Services Branch (HIDPSB)



Medi-Cal Claims Processing

1. HIDPSB Medi-Cal and Data Team identifies eligible Medi-Cal claims and submits to the TPA
2. TPA creates an EDI 837I file for transmission to the Department of Health Care Services (DHCS) Fiscal Intermediary (FI) for processing
3. DHCS returns electronic file to TPA of processed and claim errors for corrections. TPA reviews file errors, corrects and resubmits claims which failed
4. DHCS FI processes Claim file for Federal Financial Participation to the SCO for reimbursement
5. SCO reimburses CCHCS

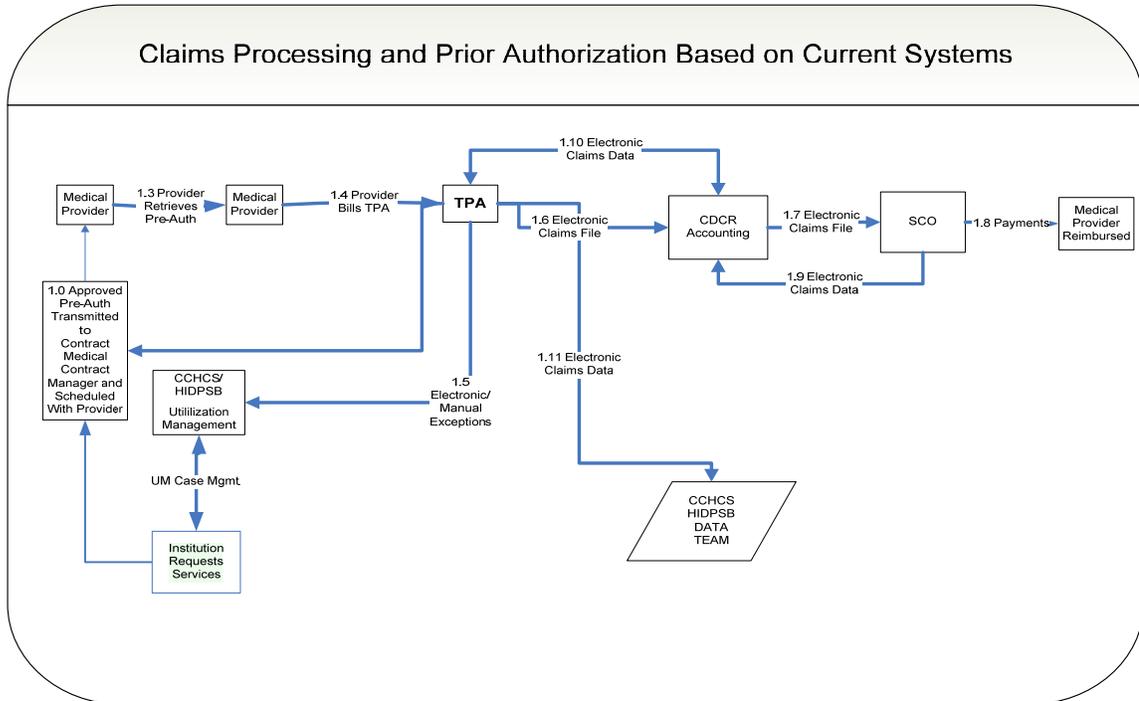


5.3. Prior Authorization

CCHCS seeks a Contractor who will work side-by-side with the CCHCS Medical Management team to develop and administer a Prior Authorization system; this plan shall encompass determining whether a particular procedure, service or supply is medically necessary.

Contractor shall:

1. Provide prior authorization services.
2. Use a system that will integrate claims so that the claims paid match the services authorized.
3. Customize prior authorization parameters throughout the life of the contract if necessary.
4. Provide suggestions for initial parameters, which will change throughout the life of the contract as the needs of the CDCR/CCHCS change.
5. Ensure that prior authorization will include a set of services that are automatically approved, based on criteria previously set by the CDCR/CCHCS.
6. Ensure that providers and vendors are educated on the proper process for requesting or fulfilling requested services.
7. Report on comparative effectiveness, provider utilization profiling, quality of care benchmarks, and other metrics as requested.



Claims Processing and Prior Authorization Based on Current Systems:

1. Institution initiates service request.
2. Institution and utilization management review and authorize service request.
3. Institution initiates web-based electronic pre-authorization process and schedules with contracted provider.
4. Provider retrieves preauthorization and provides authorized services.
5. Provider submits claims to TPA, who retrieves pre-authorization, adjudicates and creates an electronic claim file for CDCR/CCHCS accounting office.
6. Claims requiring additional processing routed by TPA to CCHCS for review. Once review is completed, claims are returned to TPA for processing.
7. TPA submits an electronic claim file to CDCR/CCHCS Accounting Office for processing.
8. CDCR/CCHCS Accounting Office accepts and transmits electronic claim file to the State Controller's Office for processing and payment.
9. SCO issues payment to vendors.
10. SCO supplies electronic file of claims payment information to CDCR/CCHCS Accounting Office.
11. CDCR/CCHCS Accounting Office transmits claims payment information to CCHCS TPA.
12. TPA transmits claims payment information to CCHCS HIDPSB Data Management Team.

6. Requirements

CCHCS will evaluate proposals based on the following requirements. Requirements noted as “Pass/Fail” are mandatory, and failure to meet the requirement may, in CCHCS’ sole discretion, result in a finding of proposal non-responsiveness. Requirements that are scored will be evaluated using the numerical point values noted below for the corresponding requirements.

6.1. Minimum Qualifications

<p>1. Contractor must demonstrate at least three (3) continuous years of experience delivering a full range of services including medical provider services, prior authorization and claims administrative services to at least one public U.S. entity with a minimum of 50,000 enrolled members within the last five (5) years. Provide name, address, title, company, and phone number for each qualifying employer/company. The references must be entities not connected with this proposal in any way. Subsidiaries or divisions of the prime or subcontractors are not acceptable.</p> <p>Provide the necessary documentation to support the above requirements.</p>	<p>Pass/ Fail</p>
<p>2. Contractor must demonstrate that it has been a prime contractor responsible for the performance of a subcontractor for a project with comparable scope and magnitude to this project. Also, the Contractor must demonstrate that any proposed subcontractors have functioned as subcontractors or prime contractors in contracts with comparable scope and magnitude to this project.</p> <p>Provide the necessary documentation to support the above requirements.</p>	<p>Pass/ Fail</p>
<p>3. Describe previous work of three (3) projects of comparable scope and magnitude for which you provided similar types of services. Provide complete reference information including project name, location, client, total contract amount (and firm’s amount if different), principal-in-charge, day-to-day technical project director/manager, key staff, date completed, client reference (name, current position and phone number), and a brief narrative of project description for each project identified and described above.</p> <p>Experience may not be considered if complete reference</p>	<p>Pass/ Fail</p>



<p>data is not provided or if named client contact is unavailable or unwilling to share required information.</p> <p>The references must be entities not connected with this proposal in any way. Subsidiaries or divisions of the prime or subcontractors are not acceptable.</p> <p>Provide the necessary documentation to support the above requirements.</p>	
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6.2. Company Background

<ol style="list-style-type: none"> 1. Provide: <ol style="list-style-type: none"> a. Your company's name, business address and telephone numbers, including headquarters and local offices. b. An overview of the history and ownership of your organization. c. A brief description of your organization, including names of principals, number of employees, longevity, client base, and areas of specialization and expertise. 2. Provide a description of your company's prior experience related to correctional healthcare facilities. 3. Provide a description of your company's prior experience in California. 4. Provide a description of your company's specific areas of technical expertise as they relate to this RFP. 5. Provide a description of your company's internal training and quality assurance programs. 6. Are there any mergers and/or acquisitions in progress between your organization and other parties affecting ownership, corporate structure or management? <input type="checkbox"/> Yes. If yes, describe the changes. <input type="checkbox"/> No 7. Has your organization acquired, been acquired by, or merged with another organization in the past five (5) years? <input type="checkbox"/> Yes, If yes, provide detail. 	<p>50 Points</p>
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No

8. Is your firm anticipating restructuring or reorganization in the next year? (Include any major staff relocations or office closings.)

Yes

No

9. Provide the names, title and location of the officers and principals active in the management of your firm. Submit current resumes for Key Personnel committed to this project and a statement regarding their local availability. Specifically describe previous related experience, describe its pertinence to this Agreement, and provide references including the name, address, and telephone number of a contact person who can verify the nature and quality of the related experience. Provide a brief description of referenced project(s), as well as any professional certifications, accreditation, special licensing or other qualifications which qualify the professionals to perform in their designated area of responsibility.

10. Is your organization for-profit?

Yes

No

11. Provide your most recent financial ratings from the following rating bureaus:

Rating Bureau	Ratings/ Outlook
Standard & Poor's	
A. M. Best	
Moody's	

12. Has there been any downgrade in your ratings in the last two (2) years?

Yes, If yes, explain.

No

13. Provide independently audited financial statements for the last two (2) fiscal years.



<p>14. Name, title, address, email address, telephone and fax numbers of the person who is authorized to make decisions, represent and legally bind the company and answer questions regarding your response.</p>	
<p>15. Indicate whether any services for CDCR/CCHCS will be subcontracted to another company and fully describe these services and the stability, background and qualifications of all companies that may provide subcontracted services, including audited financial statements for those firms for the last two (2) years. CCHCS will award points based on the qualifications, experience and stability of the subcontractors that are being submitted.</p>	<p>20 Points</p>
<p>16. All functions performed under this contract must be performed within the United States.</p> <p>Does Contractor agree?</p> <p><input type="checkbox"/> Yes.</p>	<p>Pass/ Fail</p>
<p>17. How can your experience provide innovative solutions to help CDCR/CCHCS save money and manage risk? Examples provided must pertain to CCHCS</p>	<p>15 Points</p>
<p>18. Describe the organizational structure and hierarchy you would put in place in order to facilitate a positive working relationship with CDCR/CCHCS, including:</p> <p>a. The name and title of the individuals who will serve as liaisons to CDCR/CCHCS. Provide an organizational chart and identify the individuals or level at which the liaisons operate in the organization. What staff/ancillary support will be available to the liaisons for providing management information and other transaction, quality assurance and utilization review information to CDCR/CCHCS?</p> <p>b. A brief description of responsibilities and qualifications for all Key Personnel, including the Program Manager, Contracts Manager, Claims Manager, and Prior Authorization Manager that clearly demonstrates professional competence to perform the work.</p>	<p>15 Points</p>

6.3. HealthCare Provider Network

6.3.A Provider Network Requirements

The design of the Provider Network will be a cooperative and ongoing project by both CCHCS and the Contractor to provide a comprehensive, cost-effective health care delivery system for CDCR patient-inmates and DJJ youths.

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

<p>1. The Contractor must be licensed to offer all services listed for a Provider Network, including ancillary services, in all counties of California and counties in Oregon, Nevada, and Arizona that border CDCR institutions.</p> <p>Does Contractor agree?</p> <p><input type="checkbox"/> Yes.</p>	<p>Pass/ Fail</p>
<p>2. CCHCS reserves the right to be involved in contract negotiations with health care providers. CCHCS and the Contractor will coordinate communication and participation when requested. The Contractor shall disclose to CCHCS the rates negotiated for services provided under this contract which will demonstrate that the guarantees set forth in Table D have been met. Such rate information will be kept confidential by CCHCS to the extent permitted by law.</p> <p>Does Contractor agree?</p> <p><input type="checkbox"/> Yes.</p>	<p>Pass/ Fail</p>
<p>3. Except as noted below, the Contractor must have network providers available within twenty-five (25) miles or one (1) hour for Urban and fifty (50) miles or two (2) hours for Rural or Remote institutions/facilities.</p> <p>In the event hospitals and/or health care provider(s) do not exist within 25 miles or one (1) hour from CDCR Urban institutions and/or DJJ facilities, or 50 miles or two (2) hours for Rural or Remote institutions, or it is not fiscally sound for CCHCS to use the health care provider(s) based on service rates and custody cost for the additional travel times, Contractor must provide alternative solutions for obtaining in-network hospitals and</p>	<p>15 Points</p>



<p>healthcare providers for these institutions and/or DJJ facilities. Contractor's alternative solutions are subject to review and approval by CCHCS prior to implementation.</p> <p>Describe your solution and the process in detail that you would establish to address this requirement.</p>	
<p>4. The Contractor will contract with off-site providers meeting the Contractor's credentialing standards and CCHCS service requirements. Services provided through Telemedicine and/or on-site at the institution must meet CCHCS Credentialing Standards. Services provided on-site at the institutions must meet CCHCS Gate Clearance Requirements. All Contracted providers must be, and remain credentialed in accordance with applicable law and National Committee for Quality Assurance (NCQA) standards.</p> <p>Does Contractor agree?</p> <p><input type="checkbox"/> Yes. Describe your solution and the process in detail that you would establish to address this requirement.</p>	<p>Pass/ Fail</p>
<p>5. The Contractor and Provider referred by the Contractor shall be able to perform the tasks associated with providing the above health care services, and assume full responsibility for the provision of these services. Any and all services performed outside the scope of this Agreement will be at the sole risk and expense of the Contractor.</p> <p>Does Contractor agree?</p> <p><input type="checkbox"/> Yes.</p>	<p>Pass/ Fail</p>
<p>6. Contractor must address accessibility, availability, and continuity of care within two (2) business days following the request for high priority or urgent service issues, and within sixty (60) calendar days for routine services issues. Contractor must also monitor whether the provision and utilization of services meet professionally recognized standards of practice.</p> <p>Describe your solution and the process in detail that you would establish to address this requirement.</p>	<p>5 Points</p>



<p>7. The Contractor will establish reimbursement rates with discounts for healthcare services provided to CDCR patient-inmates, medical paroles, and DJJ youths by off-site and on-site healthcare providers that meet the objectives of Penal Code Section 5023.5. The Contractor will enter into contracts with sufficient numbers, types and geographic locations of participating providers to assure that all covered services will be available and accessible to CDCR patient-inmates and DJJ youths in accordance with CCHCS' requirements.</p> <p>Describe your solution and the process in detail that you would establish to address this requirement.</p>	<p>15 Points</p>
<p>8. The Contractor will ensure as defined by applicable statutes and regulations that the contracted providers possess throughout the term of their Agreement(s), the required current license(s), registration(s), permit(s), and certification(s) to practice in the state(s) in which they practice.</p> <p>Describe your solution and the process in detail that you would establish to address this requirement.</p>	<p>Pass/ Fail</p>
<p>9. The Contractor will submit an action plan within five (5) business days to rectify any gaps in the network whenever such gaps are identified by CCHCS or Contractor. CCHCS shall have the sole discretion to determine the sufficiency of the plan and provide approval for implementation.</p> <p>Does contractor agree?</p> <p><input type="checkbox"/> Yes.</p>	<p>Pass/ Fail</p>
<p>10. CCHCS will make every effort to keep the Contractor informed in a timely manner regarding movement of CDCR patient-inmates and/or DJJ youths to current CDCR/CCHCS facilities or institutions that may alter the requirements of the provider network. The Contractor will be required to modify/expand the provider network to meet these changes within thirty (30) calendar days of notification by CCHCS for specialty care services and sixty (60) calendar days for hospitals upon request and written notification by CCHCS. In the event the Contractor needs additional time to expand the network, the Contractor shall be responsible to notify CDCR/CCHCS designated network</p>	<p>Pass/ Fail</p>



<p>program manager within fifteen (15) calendar days of the request in writing on the projected timeline extension needed for the specific request. CDCR/CCHCS will work with the Contractor on the request, but CDCR/CCHCS shall have final determination to approve the extension.</p> <p>Does Contractor agree?</p> <p><input type="checkbox"/> Yes.</p>	
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<p>11.To ensure 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 include, but are not limited to:</p> <ul style="list-style-type: none"> a. Developing, publishing, and distributing throughout the network the Provider Directory of currently active participating providers by specialty, by geographic area, and alphabetically, updating and distributing revisions to the Provider Directory on a quarterly basis. The Provider Directory shall encompass the entire Provider Network. Newly contracted participating providers meeting the credentialing requirements will be added to the electronic version within two (2) business days following their addition to the Contractor’s network. Terminated participating providers will be removed immediately and notification will be provided to CCHCS designated representatives immediately upon termination. b. Immediately notifying CCHCS within two (2) business days regarding pending actions and/or actions taken of a quality improvement or peer review nature by notifying the Health Program Manager III, Medical Contracts, or his or her designee. c. Making the Directory available on-line through a web-based portal directory accessible to all designated staff at the institutions, facilities, satellite locations, headquarters, which shall include: <ul style="list-style-type: none"> i. A designated CDCR Provider listing by rates at/or below Penal Code Section 5023.5 rates. ii. A listing of providers in California, Oregon, Nevada, and Arizona for nearby CDCR institutions. iii. Icons designating providers who perform services through telemedicine, off-site, and on-site at the institutions. CCHCS reserves the right to request additional icons as needed. 	<p>10 Points</p>
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<p>iv. Multiple functions for searching by mile radius, Name, or ID#, Telemedicine, On-site, Provider Specialty, and Sub-specialty. CCHCS reserves the right to request additional search functions.</p> <p>d. Mailing or sending electronically a copy of the Provider Directory and Directory updates to CCHCS Headquarters on a monthly basis by the tenth (10th) day of the month to the attention of the Health Program Manager III, Medical Contracts, or his or her designee.</p> <p>Describe your solution and the process in detail that you would establish to address this requirement.</p>	
<p>12. The Contractor will be responsible for establishing a Provider Relations Group or Representative(s) to develop provider relations processes, effectively oversee complaint resolution, and respond appropriately within three (3) working days to participating providers' questions/concerns as well as to advise the Health Program Manager III, Medical Contracts, or his or her designee, concerning significant provider network issues, as well as time frames for corrective actions.</p> <p>Describe your solution and the process in detail that you would establish to address this requirement.</p>	<p>10 Points</p>
<p>13. The Contractor will be responsible for monitoring and reporting to CCHCS at least quarterly, but more often if requested by CCHCS, on the status of the provider network. Reporting shall include a comparison of providers in the network based on the numbers requested during implementation, and any current request for additions to the network by specialty, sub-specialty, location, deletions, coverage issues, cost issues, out of network usage, as well as activities taken by the Contractor to maintain, improve, and increase the Provider Network.</p> <p>Describe your solution and the process in detail that you would establish to address this requirement.</p>	<p>5 Points</p>



<p>14.To ensure that the Contractor's provider network is adequate to serve CDCR patient-inmates, medical parolees, and DJJ youths, the Contractor will submit a plan to CCHCS that sets forth how it will establish a network that includes the numbers and types of providers to serve CDCR patient-inmates, medical parolees, and DJJ youths, and how they will be made available and accessible. This shall include arrangements for the availability of a full range of specialty and ancillary care providers and how the Contractor will monitor the sufficiency of the Provider Network on an ongoing basis.</p> <p>Describe your solution and the process in detail that you would establish to address this requirement.</p>	<p>10 Points</p>
<p>15.The Contractor must be willing to contract with particular physicians and other providers identified by CCHCS if the provider meets Contractor's network standard and pricing guidelines.</p> <p>Describe your solution and the process in detail that you would establish to address this requirement.</p>	<p>Pass/ Fail</p>
<p>The proposal shall include:</p> <p>16.Describe Contractor's experience implementing a custom provider network in California's unique marketplace.</p> <p>17.Describe an overview of the unique network contracting approach and strategy for CCHCS, including but not limited to how often the Contractor negotiates statewide provider contracts and what percentage of negotiations are done in person.</p> <p>18.Provide Network growth goal projections for adding future providers.</p> <p>19.Indicate how the reimbursement schedule is set for new health care providers added to the network in a manner that meets CCHCS needs. The proposal must specify if the Contractor's provider contracts include outlier reductions on large claim amounts.</p> <p>20.Indicate how many networks will be involved to provide statewide coverage and, if there is more than one network, then how the coordination between different networks will be effectively</p>	<p>25 Points</p>



<p>managed to insure continuity of care, availability and accessibility of care for CDCR/CCHCS patient-inmates and DJJ youths.</p> <p>21. Indicate what discounts are available for non-network claims.</p> <p>Describe your solution and the process in detail that you would establish to address each of these requirements.</p>	
<p>22. The Contractor will be responsible for negotiating and implementing single case agreements with providers to address unique treatment needs for CDCR patient-inmates, medical parolees, or DJJ youths that may not be covered in the available network upon request by CCHCS within two (2) business days for urgent needs. Should Contractor determine they need additional time to negotiate and implement an individual single case agreement it shall be the responsibility of the Contractor to inform the CDCR/CCHC designated network program manager in writing on the projected timeline needed for the specific request. CDCR/CCHCS will work with the Contractor on a case by case request for extension, but CDCR/CCHCS shall have final determination to approve the extension.</p> <p>Describe your solution and the process in detail that you would establish to address this requirement.</p>	<p>10 Points</p>
<p>23. If at any time CCHCS determines that the Contractor does not provide necessary access to participating providers, as outlined above, to provide appropriate covered services to CDCR patient-inmates, medical parolees, and DJJ youths, CCHCS will require Contractor to submit a corrective action plan within five (5) business days of notification, for review by CCHCS and approval. Once CCHCS has approved the plan it must be implemented by the Contractor within three (3) business days. CCHCS reserves the right to request providers be removed from the Network through written notification by the Health Program Manager III, Medical Contracts, or his or her designee.</p> <p>Describe your solution and the process in detail that you would establish to address this requirement.</p>	<p>10 Points</p>
<p>24. If a provider is removed from the network or otherwise leaves the network, Contractor will ensure that continuity of care is maintained through the departing provider as appropriate or</p>	<p>5 Points</p>



<p>through another appropriate provider. If it creates an immediate gap, Contractor will notify CCHCS by email or telephone call to CCHCS designated contract representative immediately. Replacement providers will be engaged expeditiously. All provider contracts must include continuity of care provisions requiring a provider to continue treating the CDCR patient-inmate or DJJ youths until assigned to another provider, or is discharged if an inpatient or treatment is completed although the provider's contract terminated.</p> <p>Describe your solution and the process in detail that you would establish to address this requirement.</p>	
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<p>25. The Contractor must provide access to Centers of Excellence (Centers of Excellence is defined as those centers for which there are specific credentialing criteria for the facility and physicians), to perform highly specialized, high-cost procedures such as transplants, burns, cancer treatment, and coronary artery bypass grafts, etc.</p> <p>Describe in detail the Centers of Excellence network and how the Contractor will insure that CCHCS has access to these Centers of Excellence.</p>	<p>5 Points</p>
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<p>26. CCHCS shall notify the Contractor in writing when there is an addition of a new CDCR/CCHCS Institution/Facility or DJJ Facility that will need to have full medical access to the network and will work collaboratively with the Contractor to develop an implementation plan for provision of medical services to the new CDCR Institutions/Facilities or DJJ Facilities. The Contractor will be required to submit within fourteen (14) business days to CCHCS an implementation plan to modify/expand the current provider network to meet the medical service needs for the new CDCR/CCHCS Institutions/Facilities or DJJ Facilities within sixty (60) calendar days. Should the Contractor need additional time for implementation beyond the sixty (60) calendar days, the Contractor shall submit no later than thirty (30) calendar days prior to the required implementation timeframe a written request to extend time beyond the required period, along with a plan outline of the reason(s) to extend. CCHCS shall have final determination to approve the extension.</p> <p>Does contractor agree? <input type="checkbox"/> Yes.</p>	<p>Pass/ Fail</p>
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27. Complete the following table indicating the proportion of networks owned and/or subcontracted/leased. CCHCS prefers that the Contractor own the network proposed for this contract.

20
Points

Provider Type	100% Owned	% of Network subcontracted or Leased	Name of Sub-Contractor
Physicians	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Hospitals	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Radiology Services	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Laboratory Services	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Skilled Nursing Facilities	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Ambulance Services	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Surgery Centers	<input type="checkbox"/> Yes <input type="checkbox"/> No		

28. Does the Contractor anticipate doing any special network subcontracting/leasing to meet CCHCS needs?

Yes. If yes, please explain.

No



6.3.B Quality

<p>1. Proposal must indicate the criteria that the Contractor will use to determine quality, cost-efficient providers, including, but not limited to:</p> <ul style="list-style-type: none"> a. Specialists/surgeons b. Hospitals c. Alternate care facilities (e.g., rehabilitation, skilled nursing home health care, ambulatory surgical facilities, etc.) d. Radiology e. On-site Specialty Services f. Laboratories g. Mental Health Services h. Telemedicine Services (specialty and TTA coverage) i. Ambulance j. Dialysis k. Transplant Services <p>Describe your solution and the process in detail that you would establish.</p>	<p>20 Points</p>
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6.3.C Service Delivery

<p>1. Emergency Care Services shall be available on a twenty-four (24) hours per day basis for each institution.</p> <p>Does contactor agree?</p> <p><input type="checkbox"/> Yes.</p>	<p>Pass/ Fail</p>
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<p>2. Providers will make every effort to provide for scheduling blocks to treat multiple CDCR patient-inmates and DJJ youths in order to reduce the travel and custody costs. This will include waiting areas or locations that will provide for CDCR patient-inmates or DJJ youths to have access to a restroom and water fountain pending the appointment.</p> <p>Does contactor agree?</p> <p><input type="checkbox"/> Yes. Describe your solution and the process in detail that you would establish to address this requirement.</p>	<p>Pass/ Fail</p>
<p>3. The Contractor's in-network providers and CCHCS shall ensure that the following minimum standards are met:</p> <ul style="list-style-type: none"> a. Wait time in a provider's office shall not exceed thirty (30) minutes after the scheduled appointment time before the provider meets with the CDCR patient-inmate or DJJ youth. Blocked appointment times for multiple CDCR patient-inmates or DJJ youths during the same day shall start and finish with no more than 10-minute wait time between each appointment. b. Appointments for routine and outpatient specialty care shall not exceed a sixty (60) calendar day period upon request for appointment by CCHCS. c. Appointments for urgent care shall not exceed two (2) business days following the request for appointment by CCHCS. (Note: Urgent Care is defined in Exhibit E – Definitions) d. In the event a delay is anticipated that may interrupt the services being delivered on the day of the scheduled appointment, Provider or Provider's staff shall immediately notify the Chief Medical Executive ("CME") at the CDCR institutions, and the Facility Chief Medical Officer ("FCMO") at the DJJ facility, or their designee, by telephone. If CDCR patient-inmate(s) or DJJ youth(s) are already at Provider's location waiting to be seen, Provider or Provider's staff shall notify the custody officers of the delay and provide an estimated time for the delay, however, this shall not be a substitute for notifying the healthcare staff. 	<p>10 Points</p>



<p>e. Provider shall notify CCHCS at least twenty-four (24) hours in advance of interruptions in scheduled services if unable to provide services for reasons other than illness of provider staff members, or immediately provide alternative service replacement to avoid disruption of service.</p> <p>f. CCHCS may cancel, modify, and/or change a request for services by telephone, without incurring any liability, before services are to be provided. If CCHCS cancels, modifies, and/or changes a request for any reason, including Emergency Security situations, such as a lockdown, less than twenty-four (24) hours before a scheduled reporting time, CCHCS shall make every effort to provide immediate notification to the Provider.</p> <p>g. All Providers shall provide all clinical documentation to CCHCS, including but not limited to prescriptions, clinical notes, discharge summaries, and brief operative notes sufficient to support continuity of care within the institution, and any other required reports within forty-eight (48) hours of visit.</p> <p>Describe your solution and the process in detail that you would establish to address this requirement.</p>	
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<p>4. Providers shall meet the following provisions:</p> <p>a. Providers shall provide medical services at the request of the CDCR institutions' CEO/CME, or his or her designee and must obtain prior written authorization as required, excluding emergency.</p> <p>b. CCHCS reserves the right to require Providers in the network be directed to obtain prior written authorization as required, excluding emergency from the HQ UM Regional Physician Advisor or NCPR UM Nursing Case Manager or his/her designee. In these instances an email address available for communications will be provided to the provider with instructions on the process. The CDCR patient-inmate written authorization for treatment will be communicated via HQ UM email within 24 hours of the request. Providers in the Network shall complete and return all forms regarding treatment of CDCR patient-inmates as outlined in requirement 3g, above. Provider shall obtain authorization from CCHCS before performing any non-emergency treatment, including consultations by specialty physicians;</p>	<p>5 Points</p>
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<p>diagnostic procedures not specifically stated in the CCHCS prior authorization form; or any excluded conditions specifically listed in California Code of Regulations (CCR), Title 15, Division 3, Chapter 1, Subchapter 4, Article 8, Section 3350.1. Hospital emergency rooms do not need to seek authorization prior to performing emergency evaluation and stabilization of the CCHCS patient, but should communicate to HQ UM via its email address should they wish to request approval authorization.</p> <p>c. At the request of the DJJ facility’s FCMO or his or her designee and must obtain prior written authorization as required, excluding emergency, from the DJJ FCMO or his/her designee. The DJJ youth written authorization for treatment is contained in the treatment package that will be provided at the time of the appointment. Providers in the Network shall complete and return all forms regarding treatment of DJJ youth as outlined in requirement 3g, above. Provider shall obtain authorization from DJJ before performing any non-emergency treatment, including consultations by specialty physicians; diagnostic procedures not specifically stated in the CCHCS prior authorization form; or any excluded conditions specifically listed in California Code of Regulations (CCR), Title 15, Division 3, Chapter 1, Subchapter 4, Article 8, Section 3350.1.</p> <p>Does contactor agree?</p> <p><input type="checkbox"/> Yes. Describe your solution and the process in detail that you would establish to address this requirement.</p>	
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<p>5. Providers shall ensure that all referrals for medical services and proposed surgical procedures shall be consistent with the urgency of the medical need as determined by CDCR institutions, DJJ facility, or CCHCS Utilization Management primary care team. Services shall be delivered at the time scheduled. In the event there is to be a delay, it must be reported to the institution’s CEO/CME or his or her designee.</p> <p>Does contactor agree?</p> <p><input type="checkbox"/> Yes. Describe your solution and the process in detail that you would establish to address this requirement.</p>	<p>Pass/ Fail</p>
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<p>6. As required by law, CDCR retains full authority to determine the manner in which a CDCR patient-inmate or DJJ youth is transported to the CDCR institutions or transferred to other health care facilities, after course of treatment or therapy has been implemented or completed. Unless there is a documented and verified need for emergency services that cannot be performed at the current health care facility, providers shall not transfer the CDCR patient-inmate or DJJ youth without prior written authorization from the CDCR institution's CEO/CME, or DJJ FCMO, or his or her designee.</p> <p>Does contactor agree?</p> <p><input type="checkbox"/> Yes.</p>	<p>Pass/ Fail</p>
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<p>7. Providers shall adhere to prescribing and/or recommending medication therapy available on the CDCR Formulary. The CDCR/CCHCS formulary can be found at: http://www.cphcs.ca.gov/docs/resources/CCHCS-CDCR-Formulary.pdf. Contractor and/or Provider shall consult with the referring CDCR primary care team, or the institutional Chief Physician and Surgeon, or the Institutional Chief Medical Executive or their designees to assure that whenever possible Contractor and/or Provider will prescribe only those medications which are on the CDCR's formulary unless the Institution CEO/CME or designee and/or the Facility CMO or designee grants prior authorization for deviation. In the event that there is no acceptable CDCR Formulary medication or the patient circumstances warrant the use of a medication not on the CDCR Formulary, the provider shall document the reason CDCR Formulary alternatives were unacceptable and consult with the referring CDCR primary care team, or the institutional Chief Physician and Surgeon, or the Institutional Chief Medical Executive or their designees prior to discussing with the CDCR patient-inmate or DJJ youth the prescribing of the non-formulary medications, and shall follow the CDCR non-formulary approval process. If no justification for the use of a non-formulary drug is provided, it will be assumed that a formulary alternative is acceptable. Providers practicing on-site shall follow the CDCR Formulary.</p> <p>Does contactor agree?</p> <p><input type="checkbox"/> Yes. Describe your solution and the process in detail that you would establish to address this requirement.</p>	<p>Pass/ Fail</p>
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<p>8. Contractor and/or Provider shall ensure that all ordered health care services and proposed surgical procedures shall be scheduled consistent with the severity of the medical need. Once scheduled, services shall be delivered at the time scheduled, unless unavoidable circumstances occur.</p> <p>Does contactor agree?</p> <p><input type="checkbox"/> Yes.</p>	<p>Pass/ Fail</p>
<p>9. Contractor and/or Provider during a consultation with a CDCR patient-inmate or DJJ youth shall ensure that prior to recommending specialized treatment, therapy, and/or use of a durable medical product to a CDCR patient-inmate or DJJ youth will consult first with the referring Institution primary care team, or the institutional Chief Physician and Surgeon, or Institution CEO/CME or designee and/or the DJJ FCMO, or his or her designee.</p> <p>Does contactor agree?</p> <p><input type="checkbox"/> Yes.</p>	<p>Pass/ Fail</p>
<p>10. Contractor and/or Provider agrees that all expenses associated with travel to and from an Institution and/or Facility, lodging, and all training expenses, such as Continuing Medical Education for Contractor and/or Provider, shall be at the expense of the Contractor and will not be reimbursed by CDCR/CCHCS.</p> <p>Does contactor agree?</p> <p><input type="checkbox"/> Yes.</p>	<p>Pass/ Fail</p>
<p>11. Except for emergency care, CCHCS shall not render payment for services that do not have prior authorization from CCHCS and it is the responsibility of the Provider to obtain prior authorization before performing any non-emergency procedures. Contractor and Provider shall complete and return all forms required by CDCR/CCHCS regarding treatment of CDCR patient-inmate and/or DJJ youth. Authorization must be documented in the CDCR patient-inmate's and/or DJJ Youth's medical record.</p>	<p>Pass/ Fail</p>



<p>Does contactor agree?</p> <p><input type="checkbox"/> Yes.</p>	
<p>12. Contractor and/or Provider agrees that no health care service or treatment shall be provided for those conditions specifically listed in California Code of Regulations (CCR), Title 15, Division 3, Chapter 1, Subchapter 4, Article 8, Section 3350.1. Contractor and Provider may request individual case exceptions for excluded or limited health care service or treatment by seeking prior approval of the Institution CEO/CME or designee and/or the DJJ FCMO, or his or her designee.</p> <p>Does contactor agree?</p> <p><input type="checkbox"/> Yes.</p>	<p>Pass/ Fail</p>
<p>13. Contractor and/or Provider agrees that any excluded health care service or treatment needed for pre-existing conditions shall be provided only in the event that the condition has become aggravated in such a manner that it poses a significant threat to the CDCR Patient-Inmate and/or DJJ Youth's current health and if not treated would result in morbidity and/or mortality. Contractor acknowledges that the treatment must be medically necessary and approved by the Institution CEO/CME or designee and/or the DJJ FCMO, or his or her designee.</p> <p>Does contactor agree?</p> <p><input type="checkbox"/> Yes.</p>	<p>Pass/ Fail</p>
<p>14. Per Title 15, which establishes the limits of the medical care that may be provided by the Department to California inmates, prior authorization shall be issued to provide medical services for inmates which are medically necessary and supported by outcomes data as effective medical care. 15 CCR §3350(a). "Medically necessary" means health care services that are determined by the attending physician to be reasonable and necessary to protect life, prevent significant illness or disability, or alleviate severe pain and are supported by health outcome data as being effective medical care. 15 CCR§3350(b)(1). In the event CDCR/CCHCS adopts another objective standard for UM</p>	<p>Pass/ Fail</p>



<p>review to screen CDCR patient-inmate and/or DJJ youth health care regarding prior authorization, inpatient admissions, and other types of UM review, the Deputy Medical Executive for Utilization Management, CCHCS/CDCR shall notify the Contractor, field or any other parties of the new standards no less than thirty (30) calendar days before the new standard is implemented.</p> <p>Does contactor agree?</p> <p><input type="checkbox"/> Yes.</p>	
<p>15. CCHCS reserves the right to request in writing at any time that Contractor conduct an inspection and evaluation of Provider(s) to determine if the Provider(s) is/are not in compliance with the Medical Standards of Care, scheduling requirements, transfer or movement from health care facilities, and medical treatments. CCHCS shall designate in writing the reasons for the request and the timeline needed for response and corrective action based on the severity level and impact to CDCR patient-inmate or DJJ youth access to care. Contractor shall provide notification upon receipt of request that the timeline is sufficient or not sufficient to complete. Contractor may offer a tentative change on the timeline. CCHCS reserves the right to approve or disapprove the timeline change.</p> <p>Does contactor agree?</p> <p><input type="checkbox"/> Yes.</p>	<p>Pass/ Fail</p>
<p>16. Contractor shall notify CCHCS of the results of the inspection and evaluation no later than five (5) business days upon completion. Contractor and CCHCS will discuss the findings and upon agreement by both parties shall determine a course of corrective action, including removing the Provider(s) from performing services to CCHCS.</p> <p>Does contactor agree?</p> <p><input type="checkbox"/> Yes. Describe your solution and the process in detail that you would establish to address this requirement.</p>	<p>Pass/ Fail</p>



<p>17. CCHCS reserves the right to refuse use of certain providers in the network and Contractor shall assist CCHCS with finding an alternate Provider(s) in the network. CCHCS shall not pay for any services performed by the Provider(s) which are deemed unacceptable in accordance with required services contemplated in the Agreement. CCHCS reserves the right to request immediate removal of providers in the Network through written notification by the Health Program Manager III, Medical Contracts, or his or her designee.</p> <p>Does contactor agree?</p> <p><input type="checkbox"/> Yes. Describe your solution and the process in detail that you would establish to address this requirement.</p>	<p>Pass/ Fail</p>
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<p>18. Providers performing hospital services shall issue a written Discharge Summary and/or Transfer Summary, upon hospital discharge of a CDCR patient-inmate or DJJ youth back to the appropriate CDCR institution or DJJ facility. Providers shall give the Institution CEO/CME or designee and/or the DJJ FCMO, or his or her designee a full, dictated or written formal discharge summary within three (3) days of the discharge of a CDCR patient-inmate or DJJ youth in all cases. The discharge summary and/or transfer summary shall include the staff physician's recommendations for continuance of care for CDCR patient-inmate or DJJ youth noting medications, treatment, and diet orders, along with instructions to CDCR patient-inmate or DJJ youth. The discharge or transfer summary shall precede or accompany the CDCR patient-inmate or DJJ youth's discharge and shall include the following essential information: 1) diagnosis, 2) medications, 3) treatments, 4) dietary requirements, 5) rehabilitation potential, 6) known allergies and 7) treatment plan and shall be signed by a physician, in all cases. In the event that lab or other test results are pending, providers shall provide an updated report within twenty-four (24) hours of receipt of such lab or test results.</p> <p>Does contactor agree?</p> <p><input type="checkbox"/> Yes. Describe your solution and the process in detail that you would establish to address this requirement.</p>	<p>Pass/ Fail</p>
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<p>19. When CDCR patient-inmates or DJJ youths are discharged on</p>	<p>Pass/ Fail</p>
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<p>medications not on the CCHCS Formulary, the facility will need to provide an explanation justifying the use of the non-formulary medication and obtain prior authorization from the institutions treating physician, CME, UM, or designee for the CDCR patient-inmate and FCMO, or designee for DJJ Youths. The discharging facility shall provide a three (3) day supply of all active parenteral (IV) and non-formulary medications not available within the CDCR institution or DJJ facility to assure continuity of care during the transition back to CDCR.</p> <p>Does contactor agree?</p> <p><input type="checkbox"/> Yes. Describe your solution and the process in detail that you would establish to address this requirement.</p>	
<p>20. Contractor and/or Provider shall not perform on or administer to any CDCR patient-inmate and/or DJJ youth any experimental or investigational treatment, therapy, procedure or drug. Such treatment is prohibited under Penal Code Section 3502. Contractor and/or Provider agrees to perform or administer only those health care services which are 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.</p> <p>Does contactor agree?</p> <p><input type="checkbox"/> Yes.</p>	<p>Pass/ Fail</p>
<p>21. Providers, as required by law, shall communicate to the California Department of Public Health all laboratory results of a CDCR patient-inmate or DJJ youth indicating communicable diseases within seventy-two (72) hours of receipt.</p> <p>Does contactor agree?</p> <p><input type="checkbox"/> Yes.</p>	<p>Pass/ Fail</p>
<p>22. Network Health Care Service Providers shall immediately notify the CEO/CME/CMO or designee in the event of a CDCR patient-inmate or DJJ youth death while under their care or in the hospital. The attending Health Care Service Provider(s) will discuss with the Institution CEO/CME or designee and/or the DJJ</p>	<p>Pass/ Fail</p>



<p>FCMO, or his or her designee the appropriateness/need for a post-mortem. Both parties shall mutually agree upon the decision for an autopsy, prior to or in conjunction with the Coroner's Office. Both parties agree that the decision for necessity of an autopsy remains with the Coroner's Office.</p> <p>Does contactor agree?</p> <p><input type="checkbox"/> Yes. Describe your solution and the process in detail that you would establish to address this requirement.</p>	
<p>23. Hospital in-patient services shall have the ability to meet the non-medical dietary requirements of CDCR patient-inmates or DJJ youth. (Examples are vegetarian, kosher, etc.) If a Provider is not able to meet the non-medical dietary requirements of a CDCR patient-inmate or DJJ youth, provider shall immediately notify the Institution CEO/CME or designee and/or the DJJ FCMO, or his or her designee.</p> <p>Does contactor agree?</p> <p><input type="checkbox"/> Yes.</p>	<p>Pass/ Fail</p>
<p>24. Contractor will ensure that all network medical providers meet the Americans with Disability Act requirements for documentation of all clinical encounters with patient-inmates/youths designated with disabilities to ensure effective communication is provided at the time of the clinical encounter(s). CDCR/CCHCS will provide at time of appointment a form/sticker that will contain areas the network medical provider shall complete and include in the clinical notes of the encounter to be provided to the institution. CDCR/CCHCS will make every effort at the time of scheduling the appointment with the network medical provider to provide notice of a CDCR patient-inmate(s) or DJJ Youth(s) disability and the need for translation/or special communication needs. If at time of scheduling the network medical provider cannot provide required translation services for a primary language and/or hearing impairment the network medical provider shall immediately notify the scheduler so alternative arrangements can be made by CDCR/CCHCS to provide a translator at no cost to the network medical provider. All network hospital providers shall be required to have primary language and/or translation services available.</p>	<p>Pass/ Fail</p>



<p>A clinical encounter is defined as any contact with a licensed health care provider for the purpose of health care delivery that requires an exchange of information.</p> <p>Does contactor agree?</p> <p><input type="checkbox"/> Yes. Describe your solution and the process in detail that you would establish to address this requirement.</p>	
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<p>25. Hospital facilities shall have language translator services available to all CDCR patient-inmates and/or DJJ youths for inpatient, outpatient and emergency care services at no charge to CDCR/CCHCS.</p> <p>Does contactor agree?</p> <p><input type="checkbox"/> Yes. Describe your solution and the process in detail that you would establish to address this requirement.</p>	<p>Pass/ Fail</p>
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<p>26. At least annually, but at any time necessary as determined by CCHCS, CCHCS will evaluate Contractor responses and Network Provider performance relative to the requirements outlined in this service delivery section. If CCHCS determines that a Network Provider service delivery problem exists, (late appointments, cancellations, refusals to see patients, or schedule patients in a timely fashion), that negatively impacts the provision of covered services to CDCR patient-inmates and DJJ youths, CCHCS Medical Contracts will work with the Contractor on a corrective action plan, and may seek other remedial actions as needed.</p> <p>Does contactor agree?</p> <p><input type="checkbox"/> Yes.</p>	<p>Pass/ Fail</p>
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6.3.D Additional Scope of Service

6.3.D.1 On-site (at the Institution/Facility) Health Care Service Providers

The Contractor will be responsible for contracting with Health Care Service Providers to provide services on-site at the institutions and facilities as needed by CCHCS and DJJ. The Contractor will be provided a list of on-site services required for each institution during the initial assessment for network development of medical



service needs. See Exhibit B-1 – Service Needs.

<p>a. Contractor and/or Provider shall give at least twenty-four (24) hours' notice prior to bringing into an Institution and/or Facility any medical/surgical equipment that has not specifically been authorized by CDCR Custody Services.</p> <p>Does contactor agree?</p> <p><input type="checkbox"/> Yes. Describe your solution and the process in detail that you would establish to address this requirement.</p>	<p>Pass/ Fail</p>
<p>b. Contractor is responsible for ensuring medical equipment brought on site for performance of the contracted duties meets all regulatory compliance, calibrations, and any requirements for sterilization. CDCR/CCHCS reserves the right to request verification of equipment compliance prior to equipment being brought into an Institution and/or Facility, and throughout the term of the Agreement as necessary. CDCR/CCHCS is not responsible for ensuring storage or compliance of the equipment. Approval to store equipment overnight must be issued by the Institution Chief Executive Officer (CEO)/Chief Medical Executive (CME) or designee and/or the Facility Chief Medical Officer (FCMO) or designee prior to the equipment being stored.</p> <p>Does contactor agree?</p> <p><input type="checkbox"/> Yes. Describe your solution and the process in detail that you would establish to address this requirement.</p>	<p>Pass/ Fail</p>
<p>c. Contractor and Provider Orientation</p> <p>i. Contractor is responsible for ensuring that the Contractor and Providers review the CCHCS Health Care On-Site Contractors Orientation handbook (Handbook) and sign the Self-Certification Form. The Handbook and Self-Certification Form may be located on the internet at the following location: http://www.cdcr.ca.gov/Divisions_Boards/Plata/docs/Health_Care_On-Site_Contractors_Orientation_Handbook.pdf.</p> <p>ii. The Handbook is for Contractor and Providers who will provide health care services under contract to CDCR/CCHCS on-site at an Institution/Facility.</p>	<p>Pass/ Fail</p>



<p>iii. Once the Self-Certification Form has been signed by the Contractor or Provider and the Authorized CDCR/CCHCS designee, the Self-Certification Form may be copied and provided to all Institutions/Facilities for which the Contractor or Provider is contracted to provide services. It shall be the responsibility of the Contractor to review the Handbook every six months at the internet location stated above. If the Handbook has been revised (reference the date on page one of the Handbook) the Contractor and Provider(s) must review the revised version of the Handbook and sign and submit a new Self-Certification Form as directed above.</p> <p>Does contactor agree?</p> <p><input type="checkbox"/> Yes. Describe your solution and the process in detail that you would establish to address this requirement.</p>	
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d. Credential Requirements:	Pass/ Fail
<p>i. For services provided through Telemedicine and/or on-site at an Institution, the Contractor and Provider shall comply with the following credentialing requirements:</p> <ol style="list-style-type: none"> 1. The Contractor and Provider 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 CVU. 2. The Contractor is required to coordinate with CVU and to submit a completed Credential Verification Packet (CVP) and associated documentation for each Provider. 3. CVU will notify the Contractor once credential verification has been completed to arrange for an effective date for the Provider to render services at the Institution. 4. Refer to the most current version of 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. This document is available at: http://www.cdcr.ca.gov/Divisions_Boards/Plata/Credential_Verification.html. It shall be the responsibility of the Contractor to review this document when services are requested to ensure that any changes in credentialing 	



<p>requirements are met.</p> <p>5. The Contractor shall monitor providers in the network who perform telemedicine services and/or on-site services at the institution and ensure credentialing renewal packages are submitted timely for processing to the CCHCS Credentialing Verification Unit prior to the two (2) year CCHCS credentialing expiration period to ensure renewal prior to expiration.</p> <p>ii. For services provided at the DJJ Facilities, the Contractor and Provider must comply with the following credentialing requirements:</p> <ol style="list-style-type: none"> 1. The Contractor and/or Provider 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 is required to coordinate credentialing with each Facility Correctional Health Services Administrator (CHSA) and to submit a completed CVP and associated documentation for each Provider. 3. The Facility CMO or designee will notify the Contractor once credential verification has been completed to arrange an effective date for the Provider to render services at the Facility. <p>Does contactor agree?</p> <p><input type="checkbox"/> Yes. Describe your solution and the process in detail that you would establish to address this requirement.</p>	
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<p>e. At the time of scheduling on-site services, CDCR/CCHCS shall provide the Contractor with an estimate of the period of time the Institution and/or Facility anticipates the need for the services as defined in Section 6.1.A. 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 or be cancelled by the Institution CEO/CME or designee and/or the DJJ FCMO, or his or her designee.</p> <p>Does contactor agree?</p>	<p>Pass/ Fail</p>
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<input type="checkbox"/> Yes. Describe your solution and the process in detail that you would establish to address this requirement.	
<p>f. Contractor shall give advanced notice to the Institution CEO/CME or designee and/or the DJJ FCMO, or his or her designee prior to cancellation of scheduled clinics/services, if for reasons other than illness, as follows:</p> <ul style="list-style-type: none"> i. For scheduled clinics: one (1) week written notice ii. For all other scheduled services: at least twenty-four (24) hours' notice <p>Does contactor agree?</p> <input type="checkbox"/> Yes. Describe your solution and the process in detail that you would establish to address this requirement.	<p>Pass/ Fail</p>
<p>g. CDCR/CCHCS may cancel or change assignments by telephone, without incurring any liability, up to twenty-four (24) hours before a Provider's scheduled reporting time. CDCR may also cancel or change a requested assignment for any reason, including Emergency Security Situations, such as a lockdown, less than twenty-four (24) hours before a scheduled reporting time. A cancellation fee may be negotiated and imposed when notice is less than 24 hours. Contractor will be responsible for obtaining approval to add cancellation services into its provider contracts from CCHCS Medical Contracts and to impose a cancellation fee.</p> <p>Does contactor agree?</p> <input type="checkbox"/> Yes. Describe your solution and the process in detail that you would establish to address this requirement.	<p>Pass/ Fail</p>
<p>h. The Contractor will be responsible for ensuring that network providers comply with this Agreement, including all the provisions in Exhibit D – Special Terms and Conditions & Additional Provisions when performing services on-site at the institutions or facilities. Types of on-site provider services requested by the institutions are listed in Exhibit B-1 Service Needs. Normal hours of clinic operation are Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m. Clinics may be 2, 4, 6, or 8 hours</p>	<p>Pass/ Fail</p>



<p>each, typically ranging from one to two clinics per week and some after-hour or weekend clinics at institutions or facilities. There may be request for services to be provided outside the normal hours of operation at certain institutions or facilities. Please refer to: http://www.cdcr.ca.gov/Divisions_Boards/Plata/Credential_Verification.html for the Credentialing Requirements for providers performing services on-site at the institutions or facilities.</p> <p>Does contactor agree?</p> <p><input type="checkbox"/> Yes. Describe your solution and the process in detail that you would establish to address this requirement.</p>	
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6.3.D.2 Mental Health Services

<p>a. Mental Health Services for adult CDCR patient-inmates shall only be provided by a provider in emergency care services situations, which means 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 patient-inmates suffering from situational crisis or acute episodes of mental illness, in accordance with CCR, Title 15.</p> <p>Does contactor agree?</p> <p><input type="checkbox"/> Yes.</p>	<table border="1"> <tr> <td>Pass/ Fail</td> </tr> <tr> <td></td> </tr> </table>	Pass/ Fail	
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<p>b. Providers of acute community hospitals must have the availability of mental health services when the attending physician team indicates it is clinically necessary.</p> <p>Does contactor agree?</p> <p><input type="checkbox"/> Yes. Describe your solution and the process in detail that you would establish to address this requirement.</p>	<table border="1"> <tr> <td>Pass/ Fail</td> </tr> <tr> <td></td> </tr> </table>	Pass/ Fail	
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<p>c. Mental Health Services for youths consist of in-patient services at hospitals in the community. These hospitals must have a secure locked unit or ward.</p> <p>Does contactor agree?</p>	<table border="1"> <tr> <td>Pass/ Fail</td> </tr> <tr> <td></td> </tr> </table>	Pass/ Fail	
Pass/ Fail			



<input type="checkbox"/> Yes. Describe your solution and the process in detail that you would establish to address this requirement.	
<p>d. CCHCS may request Contractor to provide Psychiatrist(s) and Hospital(s) to evaluate CDCR patient-inmates and/or perform Electro Convulsive Therapy. Services must be provided upon request.</p> <p>Does contactor agree?</p> <input type="checkbox"/> Yes. Describe your solution and the process in detail that you would establish to address this requirement.	<p>Pass/ Fail</p>

6.3.D.3 Medical Imaging Services

<p>a. Off-site Medical Imaging Services</p> <p>Contractor shall provide off-site medical imaging services to CDCR Institutions and DJJ Facilities within established timeframes and provide community standard medical technology equipment, staff and professional collaboration with CCHCS medical providers. Services shall include technical and professional component as designated in each section for general diagnostic procedures such as X-Rays, fluoroscopy, Ultrasound, Mammography, CT, MRI, PETS, and any other radiology services not listed in this section.</p> <p>i. Medical imaging facilities shall have a consistent user interface to CDCR RIS/PACS which provides accepting exam requests via an interface, ability to DICOM push exam images to CDCR RIS PACS system, exam reports, exam images, and related documents (i.e. screening and consent forms, lab values, etc.) upon completion of exams.</p> <p>ii. Medical Imaging facilities shall provide CDCR Medical Imaging Record Center with CDs of all medical imaging procedures performed and exam reports on CDCR inmate patients in the event an interface is not provided. These CDs shall be sent no later than three (3) days after the date of exam. Medical imaging facilities shall also provide remote access to the medical facility's RIS/PACS to allow printing of reports and exams.</p>	<p>10 Points</p>
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<p>Describe your solution and the process in detail that you would establish to address this requirement.</p>	
<p>b. Off-Site Radiology Services</p> <p>Contractor shall ensure the following:</p> <ul style="list-style-type: none"> i. Physician interpreting off-site CDCR patient-inmate and DJJ youth medical imaging exams shall provide professional and technical components for general X-rays, fluoroscopy procedures, diagnostic/breast Ultrasound, and diagnostic/biopsy Mammography, CT, MRI, and ETS. These services are not all inclusive and CCHCS reserves the right to negotiate and add additional services as needed. The radiologist(s) shall be board certified in radiology, shall be qualified to practice medicine within the State of California, and shall meet all requirements to interpret all modalities exams and related regulatory requirements. They shall maintain all required regulatory certification and Continuing Medical Education (CME) during the contract term and provide documentation of certification, CME or qualification when requested by designated CCHCS or DJJ staff. ii. The radiologist shall have the ability to fax/ electronically transmit/ e-mail (encrypted) an interpretive report to the requesting CDCR institution's radiology department and the Imaging Records Center upon approval of the radiologist within 2 business days of receipt of exam(s), Monday through Friday. Reports shall also be available via a portal provided by the radiology group for other off-site/on-site medical providers of CCHCS to review exam results within 2 business days of approval by the radiologist, Monday through Friday. They shall follow the State's policy and procedures for urgent and discrepancy finding notification of interpretation. <p>Describe your solution and the process in detail that you would establish to address this requirement.</p>	<p>10 Points</p>
<p>c. On-Site Medical Imaging / Mobile Imaging Services</p> <p>Contractor shall provide on-site medical imaging services to the CDCR Institutions and DJJ Facilities in the designated facilities (e.g. CHCF) within established timeframes and in professional</p>	<p>10 Points</p>



collaboration with CCHCS medical providers. Services shall include technical and professional component as designated in each section for general diagnostic procedures such as X-Rays, fluoroscopy, Ultrasound, Mammography, CT, MRI, PETS, radiologic procedures and any other radiology services not listed in this section.

- i. Services shall be scheduled and provided for Ultrasound, CT, MRI, PETS, and Bone Density when requested. These services are not all inclusive and CCHCS reserves the right to negotiate and add additional services as needed. The mobile services Contractor shall provide technical imaging services ONLY for each of these medical imaging modalities. In the event of a cancellation due to mechanical failure of a unit or staffing not available the Contractor shall provide the requested medical imaging service within two (2) business days of the originally scheduled service. Penalties will accrue if service is not provided within required timeframes.
- ii. Contractor shall provide mobile echocardiography services performed by a qualified technician using equipment compatible with entry into RIS/PACS and qualified physician interpreters.
- iii. Contractor shall provide fully-operational system(s), materials, associated components, staff, travel and every other item of reasonable expense necessary to treat CDCR patient-inmates and DJJ Youths referred for such services. There shall be current medical imaging software that supports RIS/PACS integration, modality work list (WDL) and modality exam scanning software version that meet community standards in each modality service to meet exam protocols and connectivity to CCHCS RIS/PACS including IT support.
 1. CCHCS PC shall assign static IP address for all mobile modality units (CT/MRI/US) to RIS/PACS.
 2. Vendor shall ensure all mobile (CT/MRI) units have dedicated outside network cables that originate from the modality unit to CCHCS mobile pad connection for RIS/PACS workflow and phone within the mobility trailer.
 3. Vendor shall connect to designated network jacks only.
 4. There shall be no network “Hubs” or “Routers” or other network devices within the mobile trailers which are not in compliance with CCHCS IT security requirements.
 5. Ultrasound is performed within the institutions in a designated room and only a VLAN connection shall be



<p>connected to CCHCS network.</p> <ul style="list-style-type: none"> iv. All medical imaging staff must have appropriate licensing in each modality they perform including IV certification and fluoroscopy licenses and provide a copy to CCHCS to meet regulatory requirements. v. The on-site security and operating requirements for mobile services, including scope of work examples, shall be provided to the Contractor for reference into its contracts with its Providers performing each of the services to ensure adequate safety, service needs and security issues are addressed and understood within sixty (60) days following the Agreement Effective Date. <ul style="list-style-type: none"> 1. A manufactured patch cable with a thicker and more rugged insulation for the RJ45 mod end is required for connection to our system as well as computer, phone, etc. Minimum of two (2) 30-ft. high quality patches. 2. Mobile services drivers will be responsible for setup and connection. 3. Mobile Imaging Devices must be standalone devices with no connection to a hub or router. <p>Describe your solution and the process in detail that you would establish to address this requirement.</p>	
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<p>d. Imaging Read and Interprets</p> <ul style="list-style-type: none"> i. Contractor shall be responsible for providing Radiologist(s) to interpret medical imaging exams performed on-site at CDCR institutions and DJJ facilities shall be for general diagnostic X-Rays, diagnostic breast/general Ultrasound, screening/diagnostic Mammography, CT, MRI and PETS. These services are not all inclusive and CCHCS reserves the right to negotiate and add additional services as needed. The radiologist(s) shall be board certified in radiology, qualified to practice medicine within the State of California, and meet all requirements to interpret all modalities, exams and related regulatory requirements. They shall maintain all required regulatory certification and Continuing Medical Education (CME) during the contract term and provide documentation of certification, CME and qualification when requested by designated CCHCS or DJJ staff. 	<p>10 Points</p>
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<p>ii. Radiologist shall use the RIS/PACS/ Voice Recognition Transcription services of CCHCS via Business to Business (B2B) connection as designated by CCHCS IT department to meet security and HIPAA requirements. CCHCS shall not provide monitors, PC's, or network foundation to connect to the RIS/PACS/Transcription; such expenses shall be the responsibility of the Contractor.</p> <p>iii. The Contractor shall ensure that the interpreting radiology group shall appropriately use voice recognition software and provide transcription staff, report editors or self-corrections of medical imaging exams. Report turn-around time shall be within four (4) hours, from the time the exam is available for interpretations on RIS/PACS for general/routine exams and two (2) hours for STAT exams. Interpreting coverage shall be from 7:00 a.m. to 7:00 p.m., covering twelve (12) hours per day, Monday through Friday. They shall follow the State's policy and procedures for urgent and discrepancy finding notification of interpretation.</p> <p>Describe your solution and the process in detail that you would establish to address this requirement.</p>	
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<p>e. Radiology Supervisor/Operator Services</p> <p>The Contractor shall be responsible for providing a Radiology Supervisor /Operator services, who shall perform the following responsibilities:</p> <p>i. On-site exams for general diagnostic X-Rays, diagnostic breast/general Ultrasound, and screening/diagnostic Mammography, CT, MRI, and any other radiology services not listed in this section.</p> <p>ii. Exam quality, radiation safety, and technical aspects of all x-ray examinations and procedures.</p> <p>iii. Annual on-site inspection of all institutions for general radiology and quarterly for mammography as established by CCHCS requirements.</p> <p>iv. Ascertaining and assuring compliance with the California Radiation Control Regulations and the Health and Safety Code as well as all MQSA and State of California Title 17 requirements.</p>	<p>5 Points</p>
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<ul style="list-style-type: none"> v. Telephonic, video conference or in person consultation with radiologic technologists and/or x-ray technicians who, under the supervision of the statewide Chief of Imaging, perform x-ray procedures. vi. Working in collaboration to annual review exam protocols, policies, standing orders and repeat digital image policies as well as QA reports within RIS for submitted exams. vii. Adherence to the "Guidelines for Medical X-ray Facilities Using an Off-site X-ray Supervisor." viii. Working in collaboration with the site's Chief Medical Executive, Chief Executive Officer and Statewide Chief of Medical Imaging. <p>Describe your solution and the process in detail that you would establish to address this requirement.</p>	
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6.3.D.4 Laboratory Services

The Contractor is required to provide a detailed description of how the following requirements will be met:

<ul style="list-style-type: none"> a. Clinical laboratory <ul style="list-style-type: none"> i. Contractor's Network Provider shall follow and meet the requirements of the Clinical Laboratory Improvement Amendments of 1988 (CLIA) as set forth in 42 CFR 493, et seq., to assure quality service and regulatory compliance. ii. STAT and Routine Testing <p>Level 1 STAT Analysis or testing of any sample, specimen, or tissue labeled "STAT" must begin immediately upon arrival at the laboratory. STAT orders shall be picked up within two (2) hours for non-rural institutions, or three (3) hours for rural institutions, following a telephone request from the Chief Executive Officer (CEO), Chief Support Executive (CSE), Chief Medical Executive (CME) or designee. Tests or analyses must be completed within four (4) hours of the telephone request for pick-up for non-rural areas and five (5) hours for these rural location</p> 	<p>10 Points</p>
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<p>areas (CVSP, ISP, PBSP, HDSP and CCC.</p> <p>Level 2 Testing or analysis for infectious or contagious pathogen, or highly toxic agent must begin within four (4) hours of arrival of the sample at the laboratory.</p> <p>Level 3 All other non-urgent commonly ordered tests or analyses of samples, specimens, or tissues, excluding pathology, will be performed within the regular work schedule of the laboratory.</p> <p>Test results will be reported to select institution(s) in writing when electronic submittal is not available. In the following situations, laboratory results shall be reported as follows directly to the laboratory or the designated backup department (ER/TTA, etc.) and or as indicated on lab requisition:</p> <ul style="list-style-type: none"> iii. Level 1 and Level 2 samples, specimens, or tissues shall be reported immediately by phone. iv. The test or analysis of a Level 3 sample, specimen or tissue that indicates a dangerous or life threatening health condition shall be reported immediately by phone. v. A Level 3 sample, specimen or tissue that does not indicate a dangerous or life threatening health condition shall be reported within twenty-four (24) hours of test results. <p>Any laboratory results that require immediate notification of the CEO/CSE/CME or his/her designee transmitted by laboratory printer or fax machine to the Institution within four (4) hours after the laboratory results; all results shall be faxed directly to the laboratory or the designated backup department (ER/TTA, etc.) and/or as indicated on the lab requisition.</p> <p>Describe your solution and the process in detail that you would establish to address this requirement.</p>	
<p>b. Upon Agreement termination or Agreement expiration, any test sample submitted for analysis up to the last day of the Agreement must be completed, with test results submitted to the institution within the Agreement required timelines.</p>	<p>Pass/ Fail</p>



Describe your solution and the process in detail that you would establish to address this requirement.	
<p>c. By the tenth (10th) day of each month, Contractor's Network Provider shall submit a listing of all tests completed for the institution during the previous month to the CEO/CSE/CME or his/her designee. This information shall be provided either in an electronic medium or paper depending on institution preference as required by institution's CEO/CSE/CME or his/her designee. On a monthly basis the Contractor's Network Provider shall provide a report of routine and stat testing turnaround times for each institution. The Contractor's Network Provider and CCHCS will work together to remedy identified deficiencies.</p> <p>Describe your solution and the process in detail that you would establish to address this requirement.</p>	<p>10 Points</p>
<p>d. Services, equipment and requirements to be provided by Contractor's Network Provider under this Agreement shall include, but are not limited to, the following:</p> <ul style="list-style-type: none"> i. Contractor's Network Provider shall provide dry ice containers for frozen samples, specimens, or tissues. Contractor's Network Provider will ensure that the samples, specimens, or tissues arrive at the testing facility in a frozen state at no additional charge. ii. Contractor's Network Provider shall provide clinical pathology and laboratory services to include all basic laboratory supplies, e.g., slides, vacutainers, miscellaneous phlebotomy supplies, needles meeting current California Occupational Safety and Health Administration (Cal-OSHA) requirements, tubes, sterile containers, centrifuges, special specimen containers, biohazard specimen bags, laboratory report and requisition forms, and labels for processing STAT and routine laboratory tests and for processing microscopic and gross tissue examinations at no additional charge. iii. Contractor's Network Provider shall supply all shipping containers, packaging materials, including but not limited to, labels for handling biological/pathological materials including STAT labels, report forms, and other materials deemed necessary for transport by the Contractor's Network Provider at no additional charge. 	<p>10 Points</p>



- iv. Contractor's Network Provider shall provide, at no charge, all lab labels at the thirty-five (35) CDCR institutions, CHCF, and designated DJJ facilities.
- v. Contractor's Network Provider's pathologist, technical and support staff shall be available to answer questions from CEO/CSE/CME or his/her designee. Contractor's Network Provider's pathologist shall provide consultation as needed to support the necessary level of service at the Contractor's Network Provider's expense.
- vi. Contractor's Network Provider shall provide courier service for pick up of Level 2 and 3 samples, specimen(s), and tissues as described herein in paragraph entitled "STAT and Routine Testing" Monday through Friday at a mutually agreed upon time by the CEO/CSE/CME or his/her designee and Contractor's Network Provider. Courier service shall be available twenty-four (24) hours a day, seven (7) days per week, including holidays, for Level 1 STAT samples, specimens, or tissues. Courier shall acknowledge pick-up of all samples by initialing the institutional shipping manifest. The location for all pick-up and/or delivery of all samples will be at the gate or visitor locations of the institution or at a location specified by the CEO/CSE/CME and/or his/her designee.
 1. Contractor's Network Provider shall provide clear and concise directions on specimen collection, the collection materials, and shipping & transportation materials necessary for fulfilling the pre-analytical phase of the testing analyses.
 2. Contractor's Network Provider shall have an accurate electronic specimen tracking system to account for each clinical specimen from one location to another, i.e. time of call for pick-up (for stat specimens), time of courier pick-up, time received at the testing facility, time of testing result, time of result notification time, etc. for both non-rural and rural CDCR institutions and DJJ facilities.
 3. Contractor's Network Provider shall provide priority pick-up within two (2) hours for non-rural institutions, or three (3) hours for rural institutions, for the following samples:
 - a. Sputum and any other respiratory specimens for tuberculosis (TB) screening.



<p>b. Blood culture.</p> <p>Describe your solution and the process in detail that you would establish to address this requirement.</p>	
<p>e. Contractor's Network Providers who do not have laboratory facilities available within twenty-five (25) miles of the immediate area of the institution shall provide written proof of other alternative agreement/arrangement with a local laboratory or hospital facility for STAT testing. No additional reimbursement will be made for STAT testing.</p> <p>i. When the Contractor's Network Provider is unable to perform the requested test or produce the clinically relevant result, the Contractor's Network Provider shall refer the request for testing and sample to an appropriate clinical laboratory for the completion of testing.</p> <p>Describe your solution and the process in detail that you would establish to address this requirement.</p>	<p>10 Points</p>
<p>f. Contractor's Network Provider shall provide dual-sleeved transport bags and locked containers as required by law for pick-up of specimens.</p> <p>Describe your solution and the process in detail that you would establish to address this requirement.</p>	<p>2 Points</p>
<p>g. CCHCS shall not reimburse Contractor's Network Provider for any testing sent out by the Contractor's Network Provider to another laboratory, if the tests can be performed by the Contractor's Network Provider's laboratory. If Contractor's Network Provider must Send-Out testing, written notification must be provided to the CEO/CSE/CME or his/her designee for approval.</p> <p>Does contactor agree?</p> <p><input type="checkbox"/> Yes. Describe your solution and the process in detail that you would establish to address this requirement.</p>	<p>5 Points</p>



<p>h. CEO/CSE/CME or his/her designee will designate in writing the level of criticality of the samples, specimens, or tissues before pick up by the Contractor's Network Provider.</p> <p>Does contactor agree?</p> <p><input type="checkbox"/> Yes.</p>	<p>3 Points</p>
<p>i. CCHCS reserves the right, at the discretion of the institution, to separately contract with county laboratories for tuberculosis or other public health testing.</p> <p>Does contactor agree?</p> <p><input type="checkbox"/> Yes.</p>	<p>5 Points</p>
<p>j. Individual Tests and Test Panels to be performed under this Agreement are listed in the current Relative Value for Physicians RVP. All laboratory Test Panels identified in the RVP will include the individual tests included in that Panel. Panels not identified in the RVP will be defined by individual RVP codes for each test in the Panel.</p> <p>Does contactor agree?</p> <p><input type="checkbox"/> Yes.</p>	<p>5 Points</p>
<p>k. Contractor's Network Provider shall report by telephone, all HIV positive tests confirmed through standardized testing to the institution's CEO/CSE/CME or his/her designee within twenty-four (24) hours.</p> <p>Does contactor agree?</p> <p><input type="checkbox"/> Yes. Describe your solution and the process in detail that you would establish to address this requirement.</p>	<p>Pass/ Fail</p>
<p>l. Contractor's Network Provider shall report by telephone all communicable diseases as required by the California Department of Public Health to the institution's CEO/CSE/CME or his/her designee.</p>	<p>Pass/ Fail</p>



<p>Does contactor agree?</p> <p><input type="checkbox"/> Yes. Describe your solution and the process in detail that you would establish to address this requirement.</p>	
<p>m. If samples, specimens, or tissues are lost, broken, contaminated, spoiled or destroyed by the Contractor's Network Provider, Contractor's Network Provider shall obtain replacement samples, specimens, or tissues and test them without charge. For Level 1 and Level 2 samples, specimens, or tissues, the laboratory shall immediately notify the CEO/CSE/CME or his/her designee by telephone and request replacement samples, specimens, or tissues. In the case of Level 3 samples, specimens, or tissues, the laboratory will notify the CEO/CSE/CME or his/her designee within twenty-four (24) hours.</p> <p>Does contactor agree?</p> <p><input type="checkbox"/> Yes. Describe your solution and the process in detail that you would establish to address this requirement.</p>	<p>5 Points</p>
<p>n. The institution will endeavor to provide samples, specimens, and tissues of sufficient quality and quantity to support the requested test or laboratory analysis. The Contractor's Network Provider shall immediately notify the CEO/CSE/CME or his/her designee by telephone AND laboratory printer or fax machine whenever Level 1 or Level 2 sample, specimen, or tissue is found inadequate, inappropriate, or insufficient for testing. Subsequent to initial notification, Contractor's Network Provider will provide a written notice to the CEO/CSE/CME or his/her designee, within thirty (30) calendar days, describing why the sample, specimen, or tissue was inadequate. In those cases where Level 3 samples, specimens, or tissues are inadequate, inappropriate or insufficient, the Contractor's Network Provider shall notify the CEO/CSE/CME or his/her designee either by telephone, laboratory printer or by fax machine within twenty-four (24) hours followed by a mailed written notice within thirty (30) calendar days.</p> <p>Does Contactor agree?</p> <p><input type="checkbox"/> Yes. Describe your solution and the process in detail that you would establish.</p>	<p>5 Points</p>



<p>o. Contractor's Network Provider is responsible for any cost for courier services incurred to pick up replacement samples, specimens, or tissues determined to be inadequate when originally collected at the institution.</p> <p>Does contactor agree?</p> <p><input type="checkbox"/> Yes. Describe your solution and the process in detail that you would establish.</p>	<p>Pass/ Fail</p>
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<p>p. Contracting laboratories or sub-contracting laboratories must meet the following performance criteria when evaluating sputum for M. Tuberculosis. This technique shall not be modified or changed without prior written approval from the CEO/CSE/CME or his/her designee.</p> <ul style="list-style-type: none"> i. Laboratory or sub-contracting laboratories must be able to inoculate all CDCR/CCHCS sputum specimens into BACTEC nucleic acid prCb's or High Performance Liquid Chromatography (HPLC) liquid selective media as the primary medium, as well as solid media (e.g., agar) for confirmation purposes. ii. Laboratory shall begin processing sputum specimens within four (4) hours of receipt. iii. Sputum smears and any other respiratory specimens for TB screening shall be read and reported the same day as processing and within twenty-four (24) hours of pick-up. iv. Every sputum samples sent for AFB will automatically always be cultured. v. Acid-fast stained smears shall be prepared from concentrated specimen material and read for fifteen (15) minutes (300 fields) for Ziehl.:Neelsen' or Kinyoun stain, or 1.5 minutes (30 fields) for Fluorochrome (auramineIrhodamine) stains, before being reported as negative. vi. The BACTEC 460 TB instrument or equivalent technology approved by the Food and Drug Administration shall be used for drug susceptibility testing. vii. The laboratory shall use the most rapid method available for 	<p>10 Points</p>
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<p>mycobacteria complex identification (e.g., DNA probes or high performance liquid chromatography).</p> <p>viii. The laboratory shall complete and report the results of positive cultures for M. Tuberculosis, other bacterium causing Tuberculosis-like illnesses and susceptibility testing on all positive specimens, within an average of four (4) to five (5) weeks from the date of receipt of the specimen. Negative specimens must be held six (6) to eight (8) weeks before being reported.</p> <p>ix. Contractor's Network Provider shall also maintain compliance with Title 17, California Code of Regulations (CCR), Section 2505, which requires the reporting of any laboratory findings suggestive of TB, as well as drug susceptibility results to the local county health officer, within one (1) day of notification to CCHCS and submission of the TB clinical isolate, as appropriate.</p> <p>x. All initial M. Tuberculosis isolates must be tested to determine the most effective drugs with which to treat the CDCR patient-inmate, using radiometric or similar techniques.</p> <p>xi. Contractor's Network Provider shall immediately notify the Institution's CEO/CSE/CME or his/her designee, by telephone, concerning all positive TB test confirmed through standardized testing.</p> <p>Describe your solution and the process in detail that you would establish to address this requirement.</p>	
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6.3.D.5 Pathology Services

The Contractor is required to provide a detailed description of how the following requirements will be met:

<p>a. Contracted Pathology Services shall provide the following:</p> <p>i. Pathology services shall be performed by qualified pathologists per federal standards in anatomic pathology and licensed in the state of California.</p> <p>ii. Pathology services shall provide reports of external quality</p>	<p>15 Points</p>
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<p>assurance programs quarterly.</p> <ul style="list-style-type: none">iii. A “wet read” of a preliminary cancer, melanoma, and significant diagnosis should be provided to the ordering clinicians within 24 hours turn-around- time from specimens received time at the testing institutions.iv. Consultations regarding the medical significance of the laboratory results or data provided.v. Mandatory second pathologist review when indicated by current standard of care (any malignancy, high grade dysplasia in Barrett’s, any dysplasia in IBD, and others).vi. Retrospective review of 2% of all cases, randomly selected, or selected by organ system for systematic review.vii. Mandatory review of any outside pathology materials upon which a definitive therapy is planned within a referral institution.viii. Pathology department utilizes a specific set of preferred consultants who are recognized experts within each subspecialty.ix. All gross specimens retained until at least 2 weeks after the final reports are signed and results reported to the referring physician.x. Intradepartmental consultations shall be included in the patient’s final report, or filed separately.xi. The results of surgical consultations documented and signed by the pathologist who made the diagnosis.xii. Statistical reports on turn-around-time (TAT) of the different categories of pathology specimens:<ul style="list-style-type: none">1. Routine, i.e. pap smears.2. Advance, i.e. Molecular pathology, Flow Cytometry, FISH, etc. <p>Describe your solution and the process in detail that you would establish to address this requirement.</p>	
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6.3.D.6 Electronic Reporting System/Laboratory Information System

The Contractor is required to provide a detailed description of how the following requirements will be met:

<p>a. Contractor's Network Provider shall provide at no additional charge, a web portal, accessible by each of the thirty-five (35) CDCR institutions, and DJJ facilities, for direct communication access to the Contractor's Network Provider to query status of laboratory tests for individual patient results, group results, e.g., high Hgb A 1 C, abnormal or critical levels as set by the institution; and tests ordered by the provider or by the institution within a designated period of time as set by the CEO/CSE/CME or his/her designee. The web portal shall utilize Internet Explorer 7, compatible with the CCHCS enterprise desktop and network standards, meeting CCHCS security guidelines, and without needing to load any software. The institution shall provide network connectivity to the printer and computer terminal.</p> <p>Describe your solution and the process in detail that you would establish to address this requirement.</p>	<p>10 Points</p>
<p>b. Contractor's Network Provider shall, at no additional charge, be responsible for the cost of developing, implementing, and maintaining their side of the interface as well as the interface licensing fees, along with providing laboratory testing data (including results, analyses, microbiology results, pathology reports, requisition status, etc.) via a LIS TO LIS Interface. The interface will adhere to CDCR/CCHCS' specifications for clinical data exchange. Contractor's Network Provider's LIS shall be able to integrate with CCHCS' systems through industry's published and open standards and/or specifications, i.e., non-proprietary standards and specifications. Minimum requirements include:</p> <ul style="list-style-type: none"> i. Adherence to the HL7 ELINCS Standard; ii. Mapping test names to standard LOINC and CPT-4 test names or codes; iii. Adhering to CLIA, HIPPA and other relevant state, federal and industry regulatory standards; iv. Transferring files via TCP/IP, SFTP, VPN, web portal, SOA 	<p>5 Points</p>



<p>services, middleware B2B interface engine, or other industry standard medium;</p> <p>v. Participating in interface governance, configuration and testing, including documentation of interface specifications, assignments of customizable parameters, and ongoing delivery of updated reference tables with lists of valid values and their definitions;</p> <p>vi. Participating in governance and interface code library change request processes related to new test names and codes to ensure that they are mapped to approved standard codes, including notification prior to introduction of new transactions or codes to the interface to ensure agreement to standard code mappings;</p> <p>vii. Delivering data elements required under industry standard lab interface specifications, including but not limited to:</p> <ol style="list-style-type: none">1. Institution's name;2. Name of test or analysis conducted and the current procedural terminology (CPT) code utilized that corresponds to the current Relative Value for Physicians;3. Name(first and last), gender, date of birth, and CDCR ID number of patient-inmate and/or DJJ youth providing sample, specimen or tissue;4. Full name of the ordering provider;5. Date and time of specimen collection;6. Date and time of test or analysis;7. Test status (final, preliminary, pending, etc.);8. Results of test or analysis (all results shall include range of normal values when appropriate);9. Copy of test or analysis; and any comments or interpretations of test or analysis. <p>viii. Contractor's Network Provider shall provide the necessary training and education to CCHCS personnel and its</p>	
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<p>extended agency personnel to utilize its electronic recording system or LIS.</p> <p>ix. Contractor’s Network Provider shall notify and work with CCHCS IT on any software updates and ensure compatibility with CCHCS existing system(s).</p> <p>Describe your solution and the process in detail that you would establish to address this requirement.</p>	
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<p>c. Contractor shall provide at no additional charge an interface with CCHCS’ systems, Cerner Millennium, using LOINC for reporting results based on the EUHRS (Electronic Health Records System) interface specifications in the Bidders Library.</p> <p>i. Contractor is required to ensure that results of stat laboratory tests drawn at the institutions and sent to Network Provider performing stat labs are included in the lab service provider’s reporting database for the institution.</p> <p>Describe your solution and the process in detail that you would establish to address this requirement.</p>	<p>10 Points</p>
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6.3.D.7 Utilization Reports

The Contractor is required to provide a detailed description of how the following requirements will be met:

<p>a. Contractor’s Network Provider shall provide on a regular basis a monthly report, with statistics to include but not be limited to the following for CDCR institutions and DJJ facilities:</p> <p>i. Testing volume/ utilization.</p> <p>ii. Average turn-around-time (TAT) for STAT specimens.</p> <p>iii. Average turn-around-time (TAT) for the specific tests:</p> <ol style="list-style-type: none"> 1. Pro-time INR 2. Hba1c 3. Lipid Profile 4. FOBT <p>iv. Bar graph Distribution of testing values: Critical Low, Abnormal Low, Abnormal High and Critical High,</p>	<p>5 Points</p>
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Compliance Rate for Critical Value Notification.	
Describe your solution and the process in detail that you would establish to address this requirement.	

6.3.D.8 Telemedicine Services

Telemedicine services play a key critical role in the success of the organization to ensure access to care and continuity of care for CDCR patient-inmates and DJJ youths located in correctional institutions and facilities throughout the state. With use of telemedicine services it provides the ability to keep patient-inmates in a secure and safe environment inside the institution or facility while reducing the cost to transport and guard patient-inmates into the communities. Most medical and mental health specialty services are adaptable to telemedicine and provide additional access to resources outside the specific community surrounding an institution.

The CCHCS Office of Telemedicine is responsible for the statewide coordination and scheduling of the Telemedicine medical services or consultations conducted through an electronic video process for patient-inmate and youth care services. Some examples of specialty medical services done through telemedicine by CCHCS are Dermatology, Infectious Disease, orthopedics, etc.

The Contractor is required to provide a detailed description of how the following requirements will be met:

<p>a. The Health Care Provider Network Contractor’s in-network providers shall abide by the provisions described below:</p> <ul style="list-style-type: none"> i. The Health Care Provider Network Contractor’s in-network providers shall ensure coordination of all telemedicine services is maintained through the Office of Telemedicine Services (Telemedicine Services). In order to ensure coordinated service delivery, the Health Care Provider Network Contractor and its Network Providers will not directly contact the institution(s) to initiate services. Institutions may not begin receiving telemedicine services from the Network Provider without obtaining written authorization from Telemedicine Services prior to service delivery. ii. Contractor agrees to abide by the procedures contained herein and any disseminated by Telemedicine Services through Telemedicine Provider training and telemedicine clinical support documentation. 	<p>10 Points</p>
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- iii. Contractor shall receive a copy of the telemedicine clinical support documentation. Contractor shall ensure Telemedicine Providers receive a copy of the telemedicine clinical support documentation. Contractor shall receive program training regarding CCHCS telemedicine equipment and procedures from Telemedicine Services
- iv. The Health Care Provider Network Contractor and Network Providers will not directly contact the institution(s) to initiate providing services.
- v. The Network Provider must contact Telemedicine Services to make any change to the telemedicine service schedule. This includes cancellations and rescheduling of appointments.
- vi. Approval from the Health Care Provider Network Contractor and Telemedicine Services must be obtained prior to Network Provider performing telemedicine services for institutions in this agreement. The Telemedicine Services contact information will be provided at the time of award to the Contractor.
- vii. The Health Care Provider Network Contractor and its Network Provider(s) will not distribute memos, letters or written information without review and approval by the on-site Chief Executive Officer (CEO), Chief Medical Executive (CME), the on-site Chief Nursing Executive (CNE), and Telemedicine Services, or his/her designee.
- viii. The Health Care Provider Network Contractor and its network provider(s) will not conduct trainings or schedule meetings with the institutions without prior approval of the on-site CME, and Telemedicine Services, or his or her designee.
- ix. The Health Care Provider Network Contractor and its network provider(s) will not request CDCR staff to perform duties or assignments not directly related to that site's telemedicine services program.
- x. Health Care Provider Network Contractor and its Network Provider(s) will receive patient-inmate health information via MedWeb, or its successor, until the Electronic Unit Health Record or the Electronic Health Record System becomes available to outside Contractors. Contractor will utilize MedWeb, or its successor, for the transmission of post-clinic



paperwork back to the Institutions. (MedWeb training will be provided by Telemedicine Services).

- xi. The Health Care Provider Network Contractor and its network provider(s) agree to submit required dictated consultation reports to the institution within 3 business days. The dictated consultation reports shall be submitted electronically in PDF (preferred), JPEG, or TIFF format. Contractor and/or Telemedicine Provider shall utilize MedWeb, or its successor to submit the dictated consultation report. Submitted dictated consultation reports must be final reports reviewed and approved by the licensed provider. Submitted dictated consultation reports must include the following:
 - 1. The provider's medical specialty
 - 2. Full CCHCS patient-inmate identification including CDCR Number and birth date or DJJ youth identification including CDCR Number and birth date.
 - 3. Dictated consultation reports must be signed and dated by the Provider, either by hand or electronically

Provided services are considered incomplete until this report is submitted.

- xii. Electronically signed reports must comply with California Government Code §16.5 and 2 CCR §22000-5.
- xiii. Network Providers' equipment and connectivity to perform telemedicine must meet the CCHCS established and approved methods and specifications.
- xiv. All telemedicine visits/clinics will adhere to CDCR patient-inmate confidentiality and privacy policies and HIPAA, Health Information Technology for Economic and Clinical Health Act HITECH, & California Confidentiality of Medical Information Act (CMIA) requirements.
- xv. Network Providers will be notified of CDCR patient-inmate's or DJJ youth's primary language and/or hearing impairment when an appointment is scheduled off-site in the community. Network Providers must let CCHCS know forty-eight (48) hours prior to appointment if required translation services cannot be provided at the time of the appointment. If a translator is not available, CCHCS shall provide a translator at no cost to the Network Provider.



<p>xvi. The Telemedicine Provider will maintain on-site (his/her office/clinic) medical record information on each CDCR patient-inmate seen via telemedicine. This information will be stored in compliance with CDCR, CCHCS, HIPAA, HITECH, and the California Confidentiality of Medical Information Act (CMIA) requirements.</p> <p>xvii. The Network Provider will give as much notice as possible but no less than 3 business days, in the event of a foreseeable clinic cancellation..</p> <p>xviii. Network Provider shall provide connectivity for telemedicine sessions utilizing either the H.323 or Session Initiation Protocol (SIP) protocols over an Internet Protocol Network (IP).</p> <p>xix. Network Provider shall meet or exceed the Information Technology (IT) security standards established by CCHCS based upon the International Standards Organization 27002 standard and the National Institute of Standards and Technology 800 series. Where warranted, Statement on Auditing Standards 70 audits may be required.</p> <p>xx. Network Provider shall obtain approval from Telemedicine Services prior to conducting connectivity testing or prior to the initial connection from an institution via Telemedicine. Contractors shall not initiate connectivity to the institutions.</p> <p>xxi. Network Provider shall provide sufficient network bandwidth to support the minimum transmission of a 720P video signal. Currently, this is equal to 1472Kbps of synchronous traffic. Additionally, the Contractor is responsible for ensuring that the quality of their connection meets the expectations and perceptions to successfully complete a medical encounter.</p> <p>xxii. Network Provider is responsible to provide all necessary video communication equipment. The equipment must meet HIPAA guidelines, support AES 128 (Advanced Encryption Standard 128 bit) and at least one of the following Audio/Video Codes:</p> <ol style="list-style-type: none">1. Audio: G.711, G.722, G.722.1, 64 bit & 128 bit MPEG4 AAC-LD2. Video: H.261, H.263, H.263+, H.263++, H.264 <p>xxiii. Network Provider shall provide a PC capable of connecting to</p>	
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<p>CLOUD based telemedicine solutions during encounters. Currently, Telemedicine Services utilizes the 3M Littmann CLOUD to receive and interpret cardiac and respiratory tones.</p> <p>xxiv. Network Provider will maintain connectivity requirements as deemed necessary by CCHCS in order to access patient-inmate health information.</p> <p>xxv. The Network Provider shall be responsible for the purchasing and maintaining of all their telemedicine equipment/data communications outside of CCHCS. All telemedicine clinical services shall be provided in a professional office, NOT a public or residential setting (i.e. home), by the Telemedicine Provider.</p> <p>xxvi. The Health Care Provider Network Contractor or its Network Provider shall be responsible to inform Telemedicine Services IT and Scheduling immediately upon becoming aware of connectivity failures and restore services within 24 hours of failure.</p> <p>xxvii. CDCR shall provide access to CDCR's correctional formulary. The Network Provider shall ensure Telemedicine Providers refer to and utilize CDCR's correctional formulary or document the reason for recommending a non-formulary medication.</p> <p>xxviii. The Health Care Provider Network Contractor or its Network Provider is required to bill claims using current CPT, HCPC, Revenue and/or modifier codes approved for telemedicine billing under Medicare.</p> <p>Contractor's vendors supplying telemedicine services must bill in accordance to Medicare requirements and/or guidelines. The Medicare Claims Processing Manual, Chapter 12, section 190.5 states, "The term "distant site" means the site where the physician or practitioner, providing the professional service, is located at the time the service is provided via a telecommunications system".</p> <p>Vendors providing telemedicine services inside one prison for another prison shall bill the same Evaluation and Management Codes currently being utilized. Vendor shall utilize the appropriate Place of Service Codes for correctional setting as outlined by the Center's for Medicare Services.</p>	
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<p>As the “hub” is a correctional facility, there would be no facility access claim.</p> <p>xxix. Network providers must provide a 90 day rolling schedule of availability, and they shall ensure that all scheduled services are delivered at the time scheduled, unless unavoidable circumstances occur. Network providers must receive official program training before initial telemedicine services and attend in-service training when requested by Telemedicine Services.</p> <p>Describe your solution and the process in detail that you would establish to address this requirement.</p>	
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<p>b. The California Correctional Health Care Services needs to establish Telemedicine coverage to our Triage and Treatment Areas (TTAs) outside of regular business hours, holidays, and weekends to our statewide institutions with the following requirements:</p> <ul style="list-style-type: none"> i. The Provider Network Contractor will provide Network Telemedicine Providers who are Board certified in Emergency Medicine (EM) or Primary Care (IM/FP) with additional training/expertise in urgent/emergent medical care. ii. Network Telemedicine Providers located at contracted hospitals, medical clinics or offices, or at participating EMS locations (call centers) throughout the state will provide urgent/emergent telemedicine consultations and triage to our patient population. iii. When a higher level of care is needed the Network Telemedicine Provider will coordinate the transfer of the patient with the institution, the transportation company, and the receiving Emergency Room/Hospital. iv. Network Telemedicine Providers will utilize Provider Network Contracted Hospitals, Emergency Rooms, and transportation companies when available. v. Post encounter documentation must be available to all necessary parties immediately following the telemedicine encounter (CDCR institution, Hospital, Emergency Room, etc.) 	<p>10 Points</p>
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<p>vi. The Provider Network Contractor shall provide direct connectivity to a Network Telemedicine Provider or provide a toll free phone number for the Institutions TTA to call in to a call center triage nurse and be directed to connect with the first available Network Telemedicine Provider.</p> <p>vii. The telemedicine connection from an institution's TTA to a Network Telemedicine Provider should take place within 5 minutes on average.</p> <p>Describe your solution and the process in detail that you would establish to address this requirement.</p>	
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6.3.D.9 Medical Parolees

<p>a. In addition to the medical services provided for patients incarcerated in CDCR institutions, Contractor's Network Provider shall contract with facilities to care for medical parolees, who upon parole are typically placed in Skilled Nursing Facilities located in counties near their county of residence prior to incarceration.</p> <p>i. In addition to Skilled Nursing Facility contracts, Contractor's Network Provider may be required to contract with hospitals, physicians, and other providers as needed to care for medical parolees.</p> <p>ii. Contractor's Network Provider shall acknowledge CDCR's statutory authority as custodial guardian for medical parolees. Provider shall also acknowledge that the custody aspects of medical paroles care will be regulated by the medical parolee's assigned parole agent.</p> <p>iii. Providers shall agree to promptly notify the assigned Parole Agent of any critical events with regard to the medical parolee. Critical events include, but are not limited to, the following: any change of the medical parolee's location, any criminal activity on the part of the medical parolee, any contact between the medical parolee and any law enforcement agency, and any other significant event or circumstances related to the medical parolee that would be reasonable interest to the Parole Agent. In the absence of the Parole Agent, Provider shall contact the Unit Supervisor</p>	<p>5 Points</p>
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of the Parole Unit to which the medical parolee is assigned. Describe your solution and the process in detail that you would establish to address this requirement.	
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6.3.D.10 Quality Reports

a. Health Care Network Provider shall provide at least quarterly quality reports, which include but not limited to, any CDCDR patient-inmate cases where the patient-inmate experienced an event that would trigger reporting as “Inpatient Quality Indicator” or “Patient Safety Indicator”. Describe your solution and the process in detail that you would establish to address this requirement.	Pass/ Fail
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6.4. Third Party Administrator

1. The Contractor must be licensed to offer all services listed for Claims Administration in all counties in California. Does Contractor agree? <input type="checkbox"/> Yes. If yes, confirm that the Contractor is currently licensed in all counties in California.	Pass/ Fail
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2. Contractor must provide the following information for the past three (3) recent years: a. Percent of processed claims that are audited b. Ratio of adjusted/corrected claims per 1,000 unduplicated claims c. Ratio of denied claims per 1,000 unduplicated claims d. Ratio of grievances by 1,000 unduplicated claims by provider specialty and total	Pass/ Fail
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<p>3. The Contractor’s complaint resolution process must respond timely and appropriately to questions and concerns of network providers and CCHCS. Describe your proposed complaint resolution process. Include a description of the development of recommendations and methods used to implement solutions, as well as timeframes for corrective action.</p> <p>Describe your solution and the process in detail that you would establish to address this requirement.</p>	<p>15 Points</p>
<p>4. Claims must be billed in accordance with current Medicare guidelines, requirements, and correct coding initiatives. (CCHCS reserves the right to override any Medicare edit based upon need).</p> <p>Describe your solution and the process in detail that you would establish to address this requirement.</p>	<p>5 Points</p>
<p>5. Describe the process that the Contractor will use to adjudicate claims that are not Medicare Allowable, but authorized by CCHCS.</p>	<p>10 Points</p>
<p>6. Describe the process the Contractor will use for adjudicating claims from non-network providers.</p>	<p>15 Points</p>
<p>7. Describe the adjudication and pricing software to be used by the Contractor.</p>	<p>30 Points</p>
<p>8. Describe the Contractor’s approach to manually processing claims.</p>	<p>15 Points</p>
<p>9. The Contractor must create electronic files which are transmitted to the Department of Health Care Services (DHCS) Fiscal</p>	<p>Pass/ Fail</p>



<p>Intermediary (FI) for processing to recover Federal Financial reimbursement. The Contractor shall create and process electronic 837i files to DHCS specifications on behalf of CCHCS. These specifications are contained in the Bidder's Library.</p> <p>Describe your solution and the process in detail that you would establish to address this requirement.</p>	
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A. Describe any on-line access that will be available to the CCHCS including the Contractor's ability to provide cost and utilization data such as but not limited to the following:

<ol style="list-style-type: none"> 1. Reports showing claim inventory over ten (10) days from date of receipt, by institution and/or Contractor/provider. 2. Reports showing high volume claims by institution or Contractor/provider. 3. Reports showing post audits of claims reviews. 4. Capability to initiate reports for fraud, waste and abuse, and unbundling checks. 5. Capability to generate cost avoidance reports. 6. Capability to route individual claims back to CCHCS. 7. Report on 1–5 above for all information captured on UB-04 and CMS-1500 claim forms and non-contracted services. 8. Generate reports by institution or statewide; by specialty, specialist, and physicians in a group. 9. Capability to load contract information and updates accurately within two (2) business days from receipt of contract information. 10. Ability to query by demographic, utilization costs and any other reporting element on the claim forms. Please refer to the Bidder's Library, located at http://www.cphcs.ca.gov/project_rfp.aspx for the Data Request Form. 11. Claims Edits shall include, at a minimum: <ol style="list-style-type: none"> a. Industry standard claims edits 	<p>20 Points</p>
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<ul style="list-style-type: none"> b. Pharmaceutical pricing tools c. Standard Medicare edits d. NCCI edits e. Bloodhound technologies (or similar) f. Laboratory and Durable Medical Equipment (DME) edits g. Edits may be turned off/on, or customized for individual providers <p>Describe your solution and the process in detail that you would establish to address this requirement.</p>	
<p>12. Minimum requirements for initial implementation include the following interfaces:</p> <ul style="list-style-type: none"> a. Daily batch upload of completed claims to CCHCS Accounting. b. Electronic updates of CCHCS contract data. c. Electronic payment file of claims to Business Information System (BIS). d. Electronic audit file to the State Controller’s Office. e. Medi-Cal file created per state submission requirements. <p>In addition to the above, CCHCS may require other interfaces as needed for cost containment purposes after initial implementation.</p> <p>Describe your solution and the process in detail that you would establish to address this requirement.</p>	<p>25 Points</p>
<p>13. The Contractor must capture CCHCS’ unique accounting and costing codes, as well as unique patient identifiers such as medical parolees and DJJ youths.</p> <p>Interface requirements include at a minimum:</p> <ul style="list-style-type: none"> a. Upload of electronic payment of claims to CDCR’s existing and any new Systems, Applications, and Products in Data Processing (SAP) based accounting system (BIS). b. CCHCS will utilize the daily batch upload as source data to 	<p>30 Points</p>

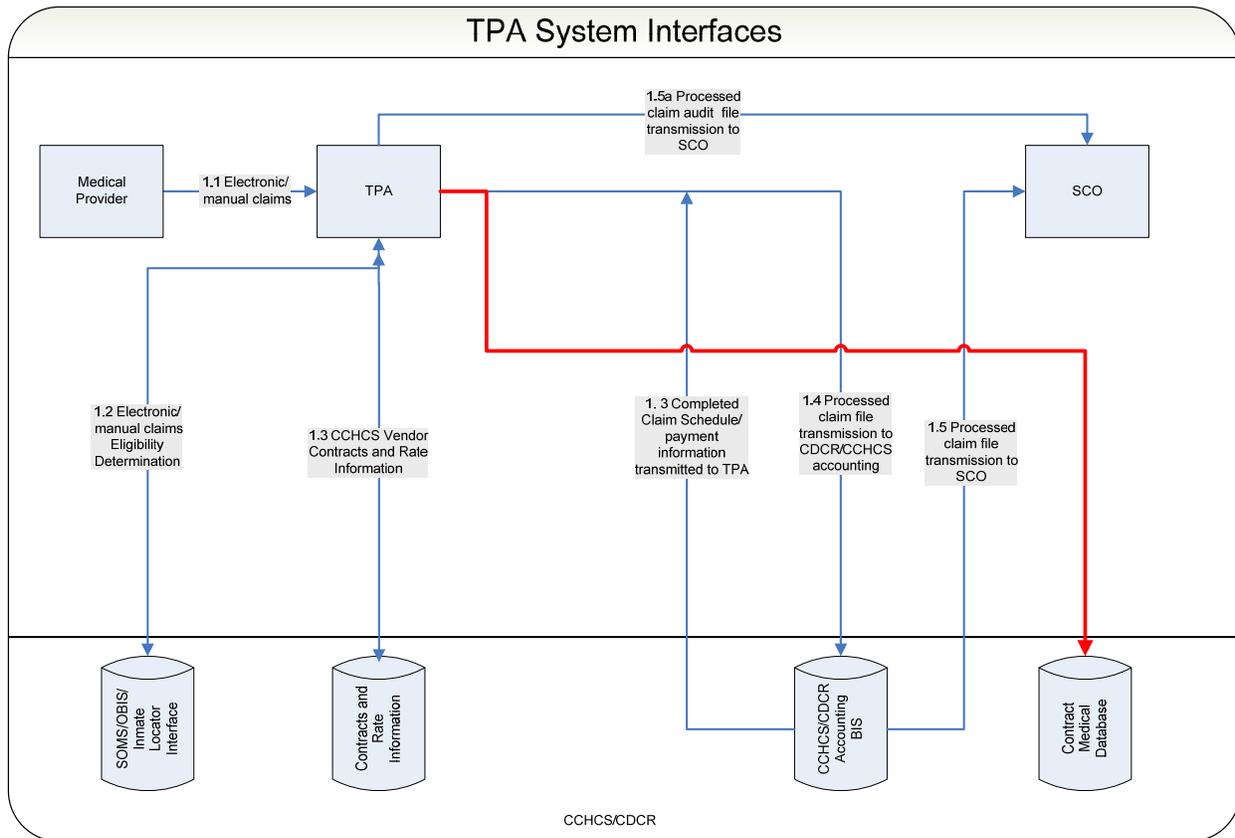
transfer data to internal systems including its Contracts Medical Database (CMD).

c. Any other 837i files necessary.

The technical specifications for the interfaces are contained in the Bidders Library.

Describe your solution and the process in detail that you would establish to address this requirement.

The chart below identifies the interfaces in item 13 above.



14. The Contractor must have a method for responding to CCHCS identified priority requests. The requests may entail delivery to the Contractor by CDCR for same day processing of claims, or may entail locating and priority processing of claims already submitted to Contractor and located at the Contractor site. This entails establishment of a process for rush payment authorization.

Describe your solution and the process in detail that you would establish to address this requirement.

15 Points



<p>15. Provide a contingency method of delivery of scanned records in event of emergency situations or network failure, such as inability to deliver scanned images via SFTP. The contingency plan may entail delivery of electronic records via CD-ROM, or other high density physical media. The media will need to be encrypted and delivered by the Contractor via secure transportation.</p> <p>Describe your solution and the process in detail that you would establish to address this requirement.</p>	<p>5 Points</p>
<p>16. The Contractor will:</p> <ul style="list-style-type: none"> a. Process all healthcare claims as described in this RFP and data supplied in the Bidder's Library. b. Use industry standard coding, including ICD10 compliance. c. Use industry standard edits and audits to adjudicate claims. d. Maintain accounts payable cycle to 25 days or less. e. Manage timely code updates and uploads. f. Provide disaster recovery capability. g. Provide "dashboard" reporting requirements. h. Participate in, and be responsible for reimbursing CCHCS for any costs incurred for claims audit recovery services. i. Utilize industry standard EDI programming for claims processing. j. Provide the following interfaces in the initial implementation: <ul style="list-style-type: none"> i. Provide daily batch upload of completed claims for input to CCHCS CMD and other CCHCS data repositories as needed. ii. Receive electronic updates of CCHCS contract data. iii. Provide electronic audit files of claims to the State Controller's Office. iv. Utilize access to CDCR and/or PID number and location data from CCHCS's data systems in the processing of claims (SOMS/BIS). v. Upload an electronic file for payment of claims to CDCR's SAP-based accounting system. k. Create a web portal for claims data which CCHCS staff can 	<p>25 Points</p>



<p>access for trend analysis.</p> <p>I. Create a web portal for vendors and CCHCS staff to access canned reports.</p> <p>Describe your solution and the process in detail that you would establish to address this requirement.</p>	
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6.5. Prior Authorization

The Prior Authorization (PA) program shall encompass determining whether a particular procedure, service or supply is medically necessary, and any tools needed (e.g. web portal access, interfaces to multiple state agencies and state databases as listed in 5.2 Third Party Administrator, TPA Process Diagram, etc.) by CCHCS to accomplish this process.

6.5.A General PA Structure

The Contractor's PA program must comply with the following structure:

<ol style="list-style-type: none"> 1. Per CCR, Title 15, which establishes the limits of the medical care that may be provided by the Department to patient-inmates, prior authorization shall be issued to provide medical services for inmates which are medically necessary and supported by outcomes data as effective medical care. 15 CCR, §3350(a). "Medically necessary" means health care services that are determined by the attending physician to be reasonable and necessary to protect life, prevent significant illness or disability, or alleviate severe pain and are supported by health outcome data as being effective medical care. 15 CCR§3350(b)(1). 2. All authorization processes occur at the local institution. Requests that do not meet preset criteria or are Title 15 exclusions may be reviewed at the HQ level, with input from the local institutional clinical team. 3. The primary care team prepares the referral or authorization request and collects and enters the necessary clinical documentation. 4. Review of the RFS will be performed by a CDCR/CCHCS clinical provider. All RFS that do not meet preset criteria or are Title 15 exclusions will be reviewed by assigned UM HQ clinical staff. 	<p>50 Points</p>
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<p>5. Denials of treatment requests (RFS) must be done by a physician, licensed to practice in the State of California.</p> <p>6. High risk patients or disease categories may be assigned to primary care teams and HQ nursing teams for case management and/or care coordination.</p> <p>7. Completion of the authorization request and submission shall be available electronically, at the point of service, unless otherwise specified by CCHCS.</p> <p>8. Network Providers will have the ability to submit an authorization electronically over a HIPAA secure provider web portal.</p> <p>9. A provider can check the status of an authorization, print an authorization form, or submit an authorization inquiry.</p> <p>10. Network Provider can attach medical records, forms, reports and other documentation files via electronic upload. Alternatively, a provider can fax in these files; these files will convert to an electronic medium and attach directly to the authorization request.</p> <p>17. Inmate Laboratory claims may be exempted from prior authorization requirements as requisitions are initiated electronically by institution staff. For identification purposes, Laboratory claims must be billed with Place of Service Code 81 and diagnosis code V7260.</p> <p>Describe your solution and the process in detail that you would establish to address this requirement.</p>	
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6.5.B Authorization Processing System

The Contractor's PA program must have an automated, customizable, routable prior authorization system which can be utilized by CDCR institutions, Headquarters, community providers and claims administration. The electronic prior authorization system must at the minimum have business rule logic that can perform the following actions:

<p>1. Auto-approve authorizations with medical criteria being specified by the Deputy Medical Executive, UM.</p>	<p>45 Points</p>
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<ol style="list-style-type: none"> 2. Auto-approve authorizations based on pre-defined criteria. 3. Create internal messages to the authorizations to aid the UM user in processing a complex request. 4. Auto-route authorizations to specific roles for faster processing (i.e. ineligible patients, post parole or release to probation, would be automatically routed to the Eligibility role). 5. Ability to prioritize rules in order of importance. 6. If the criteria for multiple rules are satisfied, then each rule will be triggered and a specific action is identified for user to complete. 7. The rules can utilize diverse fields such as Diagnosis Codes, Procedure Codes, Specialty, Place of Service, Providers, and Patient Demographic Information. 8. Ability to develop business rules that require approval by senior management on high cost service items. 9. Telemedicine logic will auto-route potential telemedicine cases from the normal authorization queue into the Telemedicine platform. <p>Describe your solution and the process in detail that you would establish to address these requirements.</p>	
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The system for processing authorizations will have the following capabilities:

<ol style="list-style-type: none"> 1. Pertinent information including: Provider Contracted Status, Patient Information, Diagnosis Codes, Procedure Codes, Authorization Dates and Notes will be displayed in one module. 2. When forwarding to specific roles, the UM user is able to pick a specific reason to forward to that role. As an example, when forwarding to the Chief Medical Executive, a user can choose from a list of reasons on why the user is forwarding to the CME. 3. Pre-made pend templates that will fax/ email directly from the program to the provider's fax number/ email address. 4. Customizable roles and buckets that group similar authorizations into the same work queue for faster processing. Permissions are granted to users based on the role. 	<p>35 Points</p>
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<p>5. Ability to search for an existing authorization with parameters such as Authorization #, Patient Name, Patient ID(CDCR Number or PID), Date, and Provider Federal Tax ID number.</p> <p>6. The PA system will have audit compliant documentation for all process steps that occur during the processing of an authorization request, including:</p> <ul style="list-style-type: none"> a. Auto-stamping a UM user's name, the date and time, and status changes to an authorization. This documentation cannot be deleted or modified. b. Letters and/or faxes need to be sent to all providers involved within 24 hours of an authorization being approved. c. Quality Management processes and protocols that ensure the highest UM quality standards of audit capability to reconcile the authorization requests entered vs. completed authorizations, authorizations in the queue, and incomplete authorizations. d. Report mechanisms on timeliness of utilization management decisions. e. Report mechanisms on utilization trends to detect both underutilization and overutilization of services. f. Audits of turnaround time within the UM office. g. Measure Provider and Contractor satisfaction with the PA program and rendered services annually. The aggregated results are analyzed to identify ways to improve PA programs and processes. <p>Describe the process in detail that you would establish and provide an electronic prior authorization template and description which meets CCHCS requirements.</p>	
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6.5.C Collaboration with CCHCS

The Contractor is required to:

<p>1. When needed, collaborate with CCHCS to mutually establish customizable criteria that must be used for prior authorization services and develop reports as needed to verify that the criteria</p>	<p>20 Points</p>
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<p>are being followed.</p> <p>2. Regularly monitor utilization trends and meet with CCHCS to review utilization performance and identify trends with CCHCS Utilization Management Team or designee's.</p> <p>Describe your solution and the process in detail that you would establish to address these requirements.</p>	
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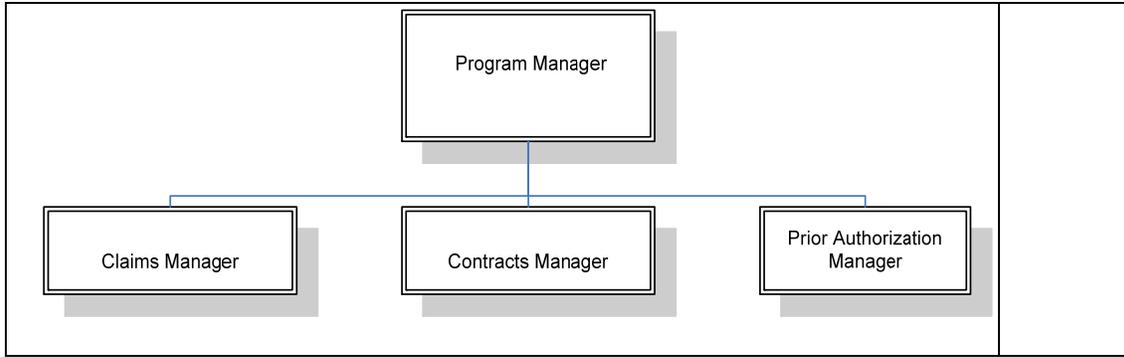
6.6. Administrative Services

6.6.A Account Service

<p>1. Describe your model of account support for a client such as CDCR/CCHCS.</p> <p>2. Who will be the primary contact that will service the account? Provide name, address, phone number and email address.</p> <p>3. Under the direction of the primary contact, who else will be on the account service team? Provide name, address, phone number and email address for each of the team members.</p> <p>4. Indicate the number of years of experience each of the team members have been working for your organization.</p> <p>5. Detail your experience in the public sector market.</p>	<p>15 Points</p>
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6.6.B Client Services

<p>1. Contractor shall define and provide the following resources for the duration of the contract; the Contractors Claims Manager, Prior Authorization manager and Contracts Manager shall be dedicated to the contract.</p>	<p>5 Points</p>
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<p>2. The Contractor Program Manager shall be responsible for, and oversee the contract in tandem with the CCHCS Medical Contracts Health Program Manager III and Claims Associate Director, or their assigned designee(s); the Claims Manager shall be a direct contact for the CCHCS Claims Manager regarding day to day business; the Contracts Manager shall be a direct contact for the CCHCS Medical Contracts Health Program Specialist II regarding day to day business.</p> <p>Describe the process in detail that you would establish to address this requirement.</p>	<p>Pass/ Fail</p>
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<p>3. Describe how your organization would be proactive in providing significant support from Senior Management to ensure high-quality service to CCHCS.</p>	<p>5 Points</p>
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6.7. Fees

<p>1. All services including the following must be provided within one year (1) of the contract effective date:</p> <ul style="list-style-type: none"> i. All health care services to CDCR patient-inmates and DJJ youths in the community through the provider network and/or on-site at the CDCR institutions. ii. TPA electronic claims processing iii. Electronic Prior Authorization program <p>2. Contractor must reduce their future fees if the network is not fully implemented within one (1) year of the approved contract. The fees that the Contractor is willing to put at risk must be indicated in the cost proposal, on the "Fee per Claim" form, Attachment A.</p>	<p>Pass/ Fail</p>
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Does contactor agree? <input type="checkbox"/> Yes.	
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6.8. Pricing

1. Do you agree to provide for a full pass-through to CCHCS of all network-contracted savings (e.g. discounts) achieved for in-network providers? Does Contractor agree? <input type="checkbox"/> Yes.	Pass/ Fail
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2. Do you agree that all applicable financial terms and fees submitted by Contractor shall be guaranteed as specified for the full contract period? Does Contractor agree? <input type="checkbox"/> Yes.	Pass/ Fail
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3. Do you agree to process in-network claims so that CCHCS pays the lower of the contracted rate or the billed charges? Does Contractor agree? <input type="checkbox"/> Yes.	Pass/ Fail
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4. Do you agree to process claims based on percentage of Medicare allowable? Does Contractor agree? <input type="checkbox"/> Yes.	Pass/ Fail
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5. Describe how durable medical equipment and consumable equipment/products will be priced.	5 Points
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6.9. Performance Guarantees

<p>1. Contractor must provide performance guarantees pertaining to price guarantees as set forth in attachment B in the cost Proposal.</p> <p>Does Contractor agree?</p> <p><input type="checkbox"/> Yes.</p>	<p>Pass/ Fail</p>
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6.10. Pricing Guarantees

<p>1. The Contractor is required to provide in the Cost Proposal, pricing guarantees for providers serving each institution. These guarantees will be for hospitals inpatient, outpatient, physicians, ambulance, laboratory services, radiology services, telemedicine services and all other providers (Complete Table D).</p> <p>Contractor may submit an alternate Table D schedule in addition to the required Table D as part of the Cost Proposal designed to improve the value and benefit to CCHCS. The Contractor must indicate all conditions pertaining to the alternate Table D. CCHCS will assess whether it can accept the conditions stipulated for the alternate Table D. If the conditions are determined to be acceptable to CCHCS, the alternate Table D will be substituted for the RFP required Table D. If the conditions are determined to not be acceptable to CCHCS, the RFP required Table D will be used for evaluation purposes.</p> <p>2. If the Contractor is able to provide pricing per service category that is better than the capped rate guarantees for that service at each institution, they will receive a separate fee for improved discounts based on the statewide total of the service category. The fee will be a percentage of actual net savings to the State. These administrative fees will not exceed five percent (5%) of the total administrative fees paid for that service for that CDCR institution or DJJ facility. Provide a proposal, and justification for the sliding scale for the separate administrative fees.</p> <p>Does Contractor agree?</p>	<p>Pass/ Fail</p>
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<input type="checkbox"/> Yes. Describe the provisions and exceptions to the discount guarantee as part of Table D.	
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6.11. Deliverables and Expectations

6.11.A Implementation Deliverables

Bidders shall propose specific milestones and key deliverables for each of the requirements identified in this section, which are expected to include:

1. Detailed Requirements Definition
2. Business Process Design
3. Technical Interface Design
4. Performance Standards
5. Reports Definitions
6. Process Test and Validation Plan(s) (for interfaces to/from TPA)
7. Provider Network and TPA Help Desk Design and Definitions
8. Contractor shall use documentation templates provided/approved by CCHCS unless CCHCS prior approves Contractor's templates.

The successful Contractor will demonstrate their implementation strategy and plans by the submission of the following as part of their proposal:

<ol style="list-style-type: none"> 1. The Contractor's proposed implementation approach including how the Provider Network, TPA and Prior Authorization will be coordinated. Things to consider in developing this plan are as follows: <ol style="list-style-type: none"> a. The CCHCS believes that it is very risky to implement the statewide network, Third Party Administrator and Prior Authorization simultaneously on the last day of implementation. Therefore, the Contractor should include strategies to mitigate these risks as part of their proposal. Contractor should also factor into its strategies that running two payment systems may not be an option that is available to CCHCS. 	<p>10 Points</p>
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<p>b. The TPA services need to be available to process claims and create payment files when any portions of the network are brought online.</p> <p>c. If the Prior Authorization is not available at the time claims are being processed for payment, then OBIS/SOMS will need to be used to determine eligibility. Therefore, this interface will need to be in place.</p> <p>d. The interfaces with CDCR Accounting and the State Controller’s Office will need to be functional and approved by each of these entities.</p> <p>e. The staff in each institution will require training by the Contractor, as set forth below in item 3, in both the Provider Network portal and all of the aspects of the Prior Authorization system.</p>	
<p>2. A detailed Project Plan. This plan needs to cover the entire implementation of the Provider Network, Third Party Administrator and Prior Authorization.</p>	<p>20 Points</p>
<p>3. A Training Plan that describes a cohesive and responsive training program to ensure that both CCHCS/DJJ users and the Contractors’ users can be efficient and effective using all systems and applications required performing their job duties. The Training Plan shall encompass the Provider Network, TPA, and Prior Authorization services web tool(s), reporting tools, etc., as required in the RFP. The Training Plan shall describe how the Contractor will provide training and the accessibility of materials before, during, and after training.</p>	<p>10 Points</p>
<p>4. A Change Management Plan that describes the process, staffing needs, roles, responsibilities, and documentation required to manage change created by the implementation and subsequent operation of the Provider Network, Third Party Administration, and Prior Authorization after the implementation. Bidders shall propose a process that efficiently and effectively manages technical, programmatic, and operational changes. Also, the Change Management Plan will include how changes will be managed operationally and with staff for each function at both Headquarters and the Institutions. The Change Management Plan shall include back-out</p>	<p>10 Points</p>



<p>procedures in the event that a change is not successful. The final Change Management Plan will be developed in collaboration with and approved by CCHCS. The Change Management Plan has nothing to do with the project change request process.</p>	
<p>5. A Transition-Out Plan that describes the activities needed to ensure an uninterrupted and transparent turnover to CCHCS and/or a new vendor at the completion of the contract, early termination, or default. The plan shall describe the activities that will be performed to ensure needed and required knowledge will be transferred in sufficient detail to CCHCS and/or a new vendor. The plan shall fully address both scheduled (contract expiration)and exigent (default, termination) scenarios. This includes the conversion and migration of all pertinent information and work in progress, etc. Additionally, the plan shall discuss roles and responsibilities of the organizations and the workflow between the current Contractor and CCHCS, and/or a new vendor. High-level timelines and contingency plans should also be included.</p>	<p>5 Points</p>
<p>6. A Disaster Recovery Plan that describes the processes and procedures to prepare for and recover from any event that may result in the loss of business operations. The plan shall be broken out in three (3) sections:</p> <ul style="list-style-type: none"> a) Health Care Provider Network b) TPA Claims Processing c) Prior Authorization Program 	<p>5 Points</p>
<p>7. A Business Continuity Plan that describes the processes and procedures to maintain and resume critical business operations during the loss of business operations. The plan shall be broken out in three (3) sections:</p> <ul style="list-style-type: none"> a) Health Care Provider Network b) TPA Claims Processing c) Prior Authorization Program 	<p>5 Points</p>
<p>8. An Organizational Structure Matrix that defines the functional area activities as they correspond to the RFP and the Contractor’s proposal. The matrix must also identify the activity CCHCS would need to accomplish to support each activity of</p>	<p>5 Points</p>



the Contractor.	
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Upon contract award, the Contractor must identify activities you will accomplish, and any data/information needed from CCHCS prior to beginning provider network administration and TPA services.

6.11.B Project Management Deliverables

In addition to the implementation deliverables, all bids are to contain the following project management deliverables:

<p>1. Project Implementation Plan(s): Final plan(s) to be completed within four (4) weeks of the project start date and meet the following expectations:</p> <p>Note: For the purpose of responding to this Project Plan Requirement, the use of Microsoft Project 2007 is mandatory. The proposal must also include a pdf version of the Plan(s). Bidder shall submit three (3) draft work plans as follows:</p> <ul style="list-style-type: none"> a) Healthcare Services Provider Network implementation b) Third Party Administrator implementation c) Prior Authorization implementation <p>This plan should encompass the entire scope of the project.</p>	<p>15 Points</p>
<p>2. Identify the tasks, resources, due dates and deliverables for CCHCS to meet its responsibilities. This requirement is important in order for CCHCS to be fully prepared to perform its portion of the activities necessary to implement the project.</p>	<p>5 Points</p>
<p>3. Baseline the project schedule which includes tasks, dates, dependencies, resources and milestones.</p>	<p>4 Points</p>
<p>4. Integrate Contractor project management activities with the CCHCS project tracking and reporting processes, including inputs into:</p> <ul style="list-style-type: none"> a. Master Project Schedule 	<p>4 Points</p>



<ul style="list-style-type: none"> b. Issue and Escalation Process c. Scope and Change Management Plan d. Monthly Status Reports e. Communications Management Plan f. Risk Management Plan 	
<p>On-going coordination with the CCHCS Project Manager throughout the duration of the contract is an important element of the project. Include a <u>minimum</u> eighty (80) hours per month for coordination by the Contractor's proposed project manager. Define any other coordination activities, hours, and staffing necessary for the successful completion of the project.</p> <p>Note: CCHCS will be actively participating in the transition, implementation, and maintenance and operation of all three (3) projects, and reserves the right to request removal of any Contractor's staff not actively collaborating with CCHCS.</p>	<p>5 Points</p>

6.11.C Other Expectations

1. The Contractor will be expected to:

- a. Participate in the project kick-off meeting in Elk Grove, California. The kick-off will be led by the CCHCS Project Manager with coordination from the Contractor Project Manager.
- b. Present project deliverables and analysis by the project milestone dates and follow up with regular presentations to the Contract Management Oversight Team.
- c. During the implementation phase, provide a monthly written report of progress, findings, metrics, issues, risks, setbacks, and any suggested plan modifications.
- d. Participate in relevant committees for coordination and direction of all health services.



7. Selection Process

7.1. Evaluation Committee

An Evaluation Committee (the “Committee”) will review the submitted proposals in accordance with submittal requirements and evaluation criteria and will recommend to CCHCS a short list of firms for further consideration. Upon acceptance of the short list, CCHCS may invite short-listed firms to interview and present their solutions to the Committee.

If CCHCS elects to conduct oral interviews, the entire proposed Key Staff of any short-listed teams must be available to participate in these interviews. The Committee will then make a final evaluation and submit its recommendation to the *Plata* Court’s designee. The *Plata* Court’s designee will make a final determination and authorize negotiations with one or more of the firms that have submitted their qualifications and whose responses are most advantageous to CCHCS.

CCHCS reserves the right to seek clarification of information submitted in response to this RFP and/or request additional information during the evaluation process. The *Plata* Court’s designee retains the discretion to reject the recommendation(s) of the Committee and award the contract(s) to another deemed more qualified, or to no one.

CCHCS intends to enter into the Agreement included with this RFP with the selected Contractor promptly upon selection. **If the Contractor desires any revisions to the Agreement, such revisions must be submitted with the bid. CCHCS retains the discretion to accept or decline revision requests.** Prior to commencing services, the selected Contractor must sign the Agreement and provide proof of insurance, along with any other required documentation. The Agreement incorporates the State's Special Terms and Conditions & Additional Provisions, as well as the General Terms and Conditions, which are required in the contracts with all vendors providing services to the State.

7.2. Evaluation Process

Evaluation will be based on best overall value. Proposals that meet the minimum requirements set forth in this RFP will be considered “responsive.” Responsive proposals will be scored using a three-step method as follows to determine the selected offer.

Step 1: Each response will be scored based on the technical review factors/criteria as outlined in Table 1. The technical review has a maximum score of 978 points. Technical proposals must receive, at a minimum, 825 points to be considered “responsive.” Responses that fail to meet the minimum technical score will be rejected. Only the “responsive” technical proposals will be considered in Step 2.

Step 2: Cost has a possible score of 675 points. The points will be determined according to the criteria specified in Table 2. There are eight (8) cost categories as follows:

1. **Fixed Fee Per Claim.** These are the costs for providing the provider network, third party claims administration and prior authorization services. This is item number 1 on Attachment A. This cost item has a maximum value of 100 points.
2. **Medical Costs.** These are the price guarantees provided in Table D for inpatient, outpatient, professional, ambulance, laboratory, radiology and all other services. The price guarantees will be inserted into Table E to arrive at a percentage over baseline. This percentage over baseline will be converted to a dollar value based on fiscal year 2012/2013 medical expenditures. This cost item has a maximum value of 300 points.
3. **Price Guarantees.** These are the portion of the cost per claim fees in item 1 above that the Contractor is willing to relinquish if the price guarantees in item 2 above are not achieved. This cost item has a maximum value of 100 points.
4. **Performance Guarantees.** These are the portion of the cost per claim fees in item 1 above that the Contractor is willing to relinquish if they do not meet the performance requirements required in Attachment B. Those performance items are as follows:
 - a. **Claims Administration** performance guarantee as required in item 1—Claims Administration in Attachment B. There are two guarantees in this item. This is cost item number 3.a and 3.b in Attachment A. This cost item has a maximum value of 25 points.
 - b. **Provider Network** performance guarantee as required in item 2—Provider Networks in Attachment B. There are two guarantees in this item. This is cost item number 4a and 4b in Attachment A. This cost item has a maximum value of 50 points.
 - c. **Provider Network Implementation** guarantee as required in item 3—Network Implementation in Attachment B. This is cost item number 5 in Attachment A. This cost item has a maximum value of 100 points.

Step 3: The technical and cost proposal scores will be combined for a total score.

The evaluation scoring is described below in Table 1, Technical Proposal and Table 2, Cost Proposal. The maximum total points are 978 for technical and 675 for cost.

Table 1 – Technical Scoring

TABLE 1	
1. Technical Proposal	Maximum Points = 978
Technical Category	Scoring
<p>EXPERIENCE Adequately addressed experience and knowledge in each of these RFP sections: 6.1 Minimum Qualification 6.2 Company Background</p>	<p>Maximum points = 100</p>
<p>CLEARLY THOROUGHLY STATED APPROACH TO MEETING REQUIREMENTS Clearly described the approach to implementing and meeting the requirements in these RFP sections: 6.3 Health Care Provider Network 6.4 Third Party Administrator 6.5 Prior Authorization 6.6 Administrative Services 6.7 Fees 6.8 Pricing 6.11 Deliverables</p>	<p>Maximum points = 878</p> <p>Maximum points for each section:</p> <p>6.3 = 385 6.4 = 210 6.5 = 150 6.6 = 25 6.7 = P/F 6.8 = 5 6.11 = 103</p>
<p>GUARANTEES Clearly stated that Guarantees are included in the cost proposal. 6.9 Performance Guarantee 6.10 Pricing Guarantee</p>	<p>Maximum points = P/F</p> <p>6.9 = P/F 6.10 = P/F</p>
<p>Minimum score of 825 points must be achieved in the Technical scoring to qualify to move to the cost opening and cost scoring.</p>	

Technical Proposal Scoring Explanation

This chart is the list of the considerations that the Evaluation Committee may take into account when assigning individual points to each scored item of the technical proposal.

Points	Interpretation	General Basis For Point Assignment
Zero	Barely Adequate	Proposal response (i.e., content and/or explanation offered) is barely adequate or barely meets CDCR/CCHCS' needs/requirements or expectations. The omission(s), flaw(s) or defect(s) are consequential. The quality of the proposal response is considered to be below average for a qualified proposer.
Mid-Point of Points Available	Adequate	Proposal response (i.e., content and/or explanation offered) is adequate or meets CDCR/CCHCS' basic needs/requirements or expectations. The omission(s), flaw(s) or defect(s), if any, are inconsequential and acceptable. The quality of the proposal response is considered to be average for a qualified proposer.
Maximum Points Available	More Than Adequate	Proposal response (i.e., content and/or explanation offered) is more than adequate or fully meets CDCR/CCHCS' needs/requirements or expectations. No omission(s) or flaw(s) are apparent. The quality of the proposal response is considered to be outstanding.

Table 2 – Cost Scoring

TABLE 2	
2. Cost Proposal	MAXIMUM POINTS = 675
Cost Category	Scoring
<p>There are eight (8) categories included in the Cost Proposal that will be scored. The costs proposed by the vendor that are most favorable to CCHCS receive maximum points for each category of the Cost Proposal. For example, if it is the cost to process a claim, then the lowest cost would receive the maximum points. If it is an amount at risk for not meeting one of the guarantees, then it would be the highest amount put at risk that would receive the maximum points.</p>	<p>Most favorable proposal is awarded the maximum cost points. Other proposals are awarded cost points based on the following calculation example:</p> <p>Divide lowest response cost by the proposed response cost to obtain percentage. Multiply percentage by 100 possible points to obtain point total.</p> <p>Example: Lowest response cost is \$400,000.00. Next lowest response cost is \$440,000.00. $\\$400,000/\\$440,000 = 91\% \times 100 = 91$ points.</p> <p>Therefore, the lowest cost bidder receives 100 points and the next lowest bidder receives 91 points</p>
<p>A. Fixed Fee per Claim—This is the cost charged by the Contractor to provide the provider network, third party administration and prior authorization services and meet all of the terms of the RFP on a cost per claim basis. This is cost item 1 in Attachment A</p> <p>Implementation costs (cost item 1.d in Attachment A) in addition to the cost per claim administrative costs, the total implementation costs will be amortized over the initial 5-year contract period to calculate an annual cost and then divided by the number of claims processed in 2012-13 as provided in the paid claims data file provided to the bidders. This per claim amount for implementation will be added to the overall cost per claim amount proposed by the Contractor. See Table 3, Example of Application of Scoring.</p>	<p>Maximum points = 100</p>



<p>B. Medical Costs—Costs charged by the medical providers. These are the “%of Medicare” guarantees contained in Table D. These Medicare percentages will be inserted into Table E to create a percent over the 2012/13 medical costs. This will then be converted to a Total Cost of Medical Care as shown in the Table 3.</p>	<p>Maximum Points = 300</p>
<p>C. Price Guarantees—these are the penalties that are proposed by the Contactor in Table D--% of Fixed Fee per Claim at risk. These will be converted to dollars by applying the percentage to the Fixed Fee per Claim above and multiplying that by the number of CCHCS claims paid in 2012/13. This will be the dollar amount that will be scored. See Table 3.</p>	<p>Maximum Points = 100</p>
<p>D. Performance Guarantees—this is the portion of the Fixed Fee per Claim in item 1 above that the Contractor is willing to relinquish if they do not meet the performance requirements required in Attachment B. Those performance items are as follows:</p> <ol style="list-style-type: none"> 1. Claims Administration performance guarantee as required in item 1— Claims Administration in Attachment B. <ol style="list-style-type: none"> a. Claim Turnaround Time. This is cost item number 3a in Attachment A. b. Total Processing Accuracy. This is cost item number 3b in Attachment A 2. Provider Network performance guarantee as required in item 2— Provider Networks in Attachment B. <ol style="list-style-type: none"> a. Network Change Notification. This is cost item number 4a in Attachment A. b. Individual Facility Network Access. This is cost item number 4b in Attachment A 	<p>There are four (3) categories to be scored under Performance Guarantees as follows:</p> <p>D.1.a Maximum points = 15</p> <p>D.1.b Maximum Points = 10</p> <p>D.2.a Maximum points = 10</p> <p>D.2.b Maximum points = 40</p>



<p>3. Provider Network Implementation guarantee as required in item 3— Network Implementation in Attachment B. This is cost item number 5 in Attachment A.</p>	<p>D.3 Maximum points = 100</p>
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Table 3 – Example Scoring Methodology

		Offered Cost				Points Earned				
		Possible Points	Bidder 1	Bidder 2	Bidder 3	Bidder 4	Bidder 1	Bidder 2	Bidder 3	Bidder 4
1. Technical Proposal		975					900	800	875	820
2. Cost Proposal		675					499.7	562.4	624.6	436.8
Fixed Fee per Claim										
Total Fixed Fee per Claim	¹	100	\$11.04	\$12.15	\$12.18	\$13.98	100.0	90.9	90.7	79.0
Administration of Claims	²		\$6.50	\$6.50	\$9.00	\$7.00				
Provider Network Access	³		\$3.95	\$5.00	\$2.50	\$6.00				
Prior Authorization	⁴		\$0.50	\$0.60	\$0.45	\$0.80				
Implementation cost for 5 years	⁵		\$400,000.00	\$230,000.00	\$1,000,000.00	\$800,000.00				
Implementation cost per claim			\$0.09	\$0.05	\$0.23	\$0.18				
Medical Cost										
Table D - Percentage over baseline	⁶	300	22.00%	16.00%	14.00%	29.00%	190.9	262.5	300.0	144.8
Table D - Dollars over baseline	⁷		\$ 55,750,176	\$ 40,545,582	\$ 35,477,385	\$ 73,488,868				
Price Guarantees										
Value of Price Guarantee	⁸	100	5.00%	6.00%	5.25%	7.00%	71.4	85.7	75.0	100.0
Performance Guarantees										
Claims Administration										
Claim Turnaround Time										
Dollars per claim at risk--Claim Turnaround Time	⁹		\$0.30	\$0.28	\$0.35	\$0.20				
Claims processed by CCHCS in 2012/13			885,688	885,688	885,688	885,688				
Value of Claim Turnaround Time		15	\$265,706.4	\$247,992.6	\$309,990.8	\$177,137.6	12.9	12.0	15.0	8.6



Total Processing Accuracy										
Dollars per claim at risk--Total Processing Accuracy	10		\$0.29	\$0.28	\$0.36	\$0.18				
Claims processed by CCHCS in 2012/13			885,688	885,688	885,688	885,688				
Value of Claim Processing Accuracy		10	\$256,849.5	\$247,992.6	\$318,847.7	\$159,423.8	8.1	7.8	10.0	5.0
Provider Network										
Network Change Notification										
Dollars per claim at risk	11		\$ 0.07	\$ 0.12	\$ 0.14	\$ 0.10				
Claims processed by CCHCS in 2012/13			885,688	885,688	885,688	885,688				
Value of Provider Network Change Notification		10	\$61,998.2	\$106,282.6	\$123,996.3	\$88,568.8	5.0	8.6	10.0	7.1
Individual Facility Network Access										
Dollars per claim at risk			\$ 0.10	\$ 0.20	\$ 0.25	\$ 0.35				
Claims processed by CCHCS in 2012/13			885,688	885,688	885,688	885,688				
Value of Individual Facility Network Access		40	\$ 88,568.80	\$ 177,137.60	\$ 221,422.00	\$ 309,990.80	11.4	22.9	28.6	40.0
Provider Network Implementation										
Dollars per claim at risk	12		\$ 0.86	\$ 0.62	\$ 0.82	\$ 0.45				
Claims processed by CCHCS in 2012/13			885,688	885,688	885,688	885,688				



Value of Provider Network Implementation Guarantee	100	\$761,691.7	\$549,126.6	\$726,264.2	\$398,559.6	100.0	72.1	95.3	52.3
Total Points	1600					1,399.7	1,362.4	1,499.6	1,256.8

- 1 Item 1 from Attachment A plus the allocation of implementation costs
- 2 Item 1a from Attachment A
- 3 Item 1b from Attachment A
- 4 Item 1c from Attachment A
- 5 Item 1d from Attachment A
- 6 Table D
- 7 Percentage over baseline multiplied by the annual medical expenditures
- 8 Total from Table D, column 8
- 9Item 3a from Attachment A
- 10Item 3b from Attachment A
- 11Item 4 from Attachment A
- 12Item 5 from Attachment A



Table D – Medical Provider Pricing Guarantees by Institution

Table D Medical Provider Pricing Guarantees By Institution PROVIDERS WITHIN 25 MILES OF THE URBAN INSTITUTIONS OR 50 MILES OF RURAL/REMOTE INSTITUTIONS IF THE GUARANTEES INCLUDE FACILITIES THAT DO NOT MEET THE ABOVE CRITERIA, PLEASE EXPLAIN									
	1	2	3	4	5	6	7	8	10
INSTITUTIONS	AVERAGE INPATIENT % OF MEDICARE	AVERAGE OUTPATIENT % OF MEDICARE	AVERAGE PROFESSIONAL % OF MEDICARE	AVERAGE AMBULANCE % OF MEDICARE	AVERAGE LABORATORY SERVICES % OF MEDICARE	AVERAGE RADIOLOGY SERVICES % OF MEDICARE	ALL OTHER SERVICES % OF MEDICARE	% of FIXED FEES PER CLAIM AT RISK	ARE ANY PROVIDERS OUTSIDE A 25 MILE FOR URBAN OR 50 MILES FOR RURAL/ REMOTE? IF YES, EXPLAIN WHICH ONES AND WHY ON SEPARATE SHEET
Avenal State Prison Avenal, CA 93204									
California Correctional Center Susanville, CA 96127									
California Correctional Inst. Tehachapi, CA 93561									
California Institute For Men Chino, CA 91710									



Table D *Medical Provider Pricing Guarantees By Institution*
PROVIDERS WITHIN 25 MILES OF THE URBAN INSTITUTIONS OR 50 MILES OF RURAL/REMOTE INSTITUTIONS
IF THE GUARANTEES INCLUDE FACILITIES THAT DO NOT MEET THE ABOVE CRITERIA, PLEASE EXPLAIN

	1	2	3	4	5	6	7	8	10
INSTITUTIONS	AVERAGE INPATIENT % OF MEDICARE	AVERAGE OUTPATIENT % OF MEDICARE	AVERAGE PROFESSIONAL % OF MEDICARE	AVERAGE AMBULANCE % OF MEDICARE	AVERAGE LABORATORY SERVICES % OF MEDICARE	AVERAGE RADIOLOGY SERVICES % OF MEDICARE	ALL OTHER SERVICES % OF MEDICARE	% of FIXED FEES PER CLAIM AT RISK	ARE ANY PROVIDERS OUTSIDE A 25 MILE FOR URBAN OR 50 MILES FOR RURAL/REMOTE? IF YES, EXPLAIN WHICH ONES AND WHY ON SEPARATE SHEET
California Institute For Women Frontera, CA 92880									
California Medical Facility Vacaville, CA 95687									
California Mens Colony San Luis Obispo, CA 93409									
California Rehab Center Norco, CA 91760									
California State Prison-Corcoran Corcoran, CA 93212									



Table D *Medical Provider Pricing Guarantees By Institution*
PROVIDERS WITHIN 25 MILES OF THE URBAN INSTITUTIONS OR 50 MILES OF RURAL/REMOTE INSTITUTIONS
IF THE GUARANTEES INCLUDE FACILITIES THAT DO NOT MEET THE ABOVE CRITERIA, PLEASE EXPLAIN

	1	2	3	4	5	6	7	8	10
INSTITUTIONS	AVERAGE INPATIENT % OF MEDICARE	AVERAGE OUTPATIENT % OF MEDICARE	AVERAGE PROFESSIONAL % OF MEDICARE	AVERAGE AMBULANCE % OF MEDICARE	AVERAGE LABORATORY SERVICES % OF MEDICARE	AVERAGE RADIOLOGY SERVICES % OF MEDICARE	ALL OTHER SERVICES % OF MEDICARE	% of FIXED FEES PER CLAIM AT RISK	ARE ANY PROVIDERS OUTSIDE A 25 MILE FOR URBAN OR 50 MILES FOR RURAL/REMOTE? IF YES, EXPLAIN WHICH ONES AND WHY ON SEPARATE SHEET
California State Prison Lancaster, CA 93536									
California State Prison-Sacto Represa, CA 95671									
California State Prison-San Quentin San Quentin, CA 94964									
California State Prison-Solano Vacaville, CA 95687									



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PROVIDERS WITHIN 25 MILES OF THE URBAN INSTITUTIONS OR 50 MILES OF RURAL/REMOTE INSTITUTIONS
IF THE GUARANTEES INCLUDE FACILITIES THAT DO NOT MEET THE ABOVE CRITERIA, PLEASE EXPLAIN

	1	2	3	4	5	6	7	8	10
INSTITUTIONS	AVERAGE INPATIENT % OF MEDICARE	AVERAGE OUTPATIENT % OF MEDICARE	AVERAGE PROFESSIONAL % OF MEDICARE	AVERAGE AMBULANCE % OF MEDICARE	AVERAGE LABORATORY SERVICES % OF MEDICARE	AVERAGE RADIOLOGY SERVICES % OF MEDICARE	ALL OTHER SERVICES % OF MEDICARE	% of FIXED FEES PER CLAIM AT RISK	ARE ANY PROVIDERS OUTSIDE A 25 MILE FOR URBAN OR 50 MILES FOR RURAL/ REMOTE? IF YES, EXPLAIN WHICH ONES AND WHY ON SEPARATE SHEET
California Substance Abuse Treatment and Prison Corcoran, CA 93212									
Calipatria State Prison Calipatria, CA 92233									
Centinela State Prison Imperial, CA 92251									
Central California Women's Facility Chowchilla, CA 93610									



Table D Medical Provider Pricing Guarantees By Institution
 PROVIDERS WITHIN 25 MILES OF THE URBAN INSTITUTIONS OR 50 MILES OF RURAL/REMOTE INSTITUTIONS
 IF THE GUARANTEES INCLUDE FACILITIES THAT DO NOT MEET THE ABOVE CRITERIA, PLEASE EXPLAIN

	1	2	3	4	5	6	7	8	10
INSTITUTIONS	AVERAGE INPATIENT % OF MEDICARE	AVERAGE OUTPATIENT % OF MEDICARE	AVERAGE PROFESSIONAL % OF MEDICARE	AVERAGE AMBULANCE % OF MEDICARE	AVERAGE LABORATORY SERVICES % OF MEDICARE	AVERAGE RADIOLOGY SERVICES % OF MEDICARE	ALL OTHER SERVICES % OF MEDICARE	% of FIXED FEES PER CLAIM AT RISK	ARE ANY PROVIDERS OUTSIDE A 25 MILE FOR URBAN OR 50 MILES FOR RURAL/REMOTE? IF YES, EXPLAIN WHICH ONES AND WHY ON SEPARATE SHEET
Chuckawalla Valley State Prison Blythe, CA 92225									
Correctional Training Facility Soledad, CA 93960									
Deuel Vocational Institution Tracy, CA 95376									
Folsom State Prison Represa, CA 95671									
High Desert State Prison Susanville, CA 96130									



Table D *Medical Provider Pricing Guarantees By Institution*
 PROVIDERS WITHIN 25 MILES OF THE URBAN INSTITUTIONS OR 50 MILES OF RURAL/REMOTE INSTITUTIONS
 IF THE GUARANTEES INCLUDE FACILITIES THAT DO NOT MEET THE ABOVE CRITERIA, PLEASE EXPLAIN

	1	2	3	4	5	6	7	8	10
INSTITUTIONS	AVERAGE INPATIENT % OF MEDICARE	AVERAGE OUTPATIENT % OF MEDICARE	AVERAGE PROFESSIONAL % OF MEDICARE	AVERAGE AMBULANCE % OF MEDICARE	AVERAGE LABORATORY SERVICES % OF MEDICARE	AVERAGE RADIOLOGY SERVICES % OF MEDICARE	ALL OTHER SERVICES % OF MEDICARE	% of FIXED FEES PER CLAIM AT RISK	ARE ANY PROVIDERS OUTSIDE A 25 MILE FOR URBAN OR 50 MILES FOR RURAL/REMOTE? IF YES, EXPLAIN WHICH ONES AND WHY ON SEPARATE SHEET
Ironwood State Prison Blythe, CA 92225									
Kern Valley State Prison Delano, CA 93215									
Mule Creek State Prison Ione, CA 95640									
North Kern State Prison Delano, CA 93215									
Pleasant Valley State Prison Coalinga, CA 93210									
Pelican Bay State Prison Crescent City, CA 95531									



Table D *Medical Provider Pricing Guarantees By Institution*
PROVIDERS WITHIN 25 MILES OF THE URBAN INSTITUTIONS OR 50 MILES OF RURAL/REMOTE INSTITUTIONS
IF THE GUARANTEES INCLUDE FACILITIES THAT DO NOT MEET THE ABOVE CRITERIA, PLEASE EXPLAIN

	1	2	3	4	5	6	7	8	10
INSTITUTIONS	AVERAGE INPATIENT % OF MEDICARE	AVERAGE OUTPATIENT % OF MEDICARE	AVERAGE PROFESSIONAL % OF MEDICARE	AVERAGE AMBULANCE % OF MEDICARE	AVERAGE LABORATORY SERVICES % OF MEDICARE	AVERAGE RADIOLOGY SERVICES % OF MEDICARE	ALL OTHER SERVICES % OF MEDICARE	% of FIXED FEES PER CLAIM AT RISK	ARE ANY PROVIDERS OUTSIDE A 25 MILE FOR URBAN OR 50 MILES FOR RURAL/REMOTE? IF YES, EXPLAIN WHICH ONES AND WHY ON SEPARATE SHEET
Richard J. Donovan Correctional Facility San Diego, CA 92179									
Salinas Valley State Prison Soledad, CA 93960									
Sierra Conservation Center Jamestown, CA 95327									
Valley State Prison Chowchilla, CA 93610									



Table D *Medical Provider Pricing Guarantees By Institution*
PROVIDERS WITHIN 25 MILES OF THE URBAN INSTITUTIONS OR 50 MILES OF RURAL/REMOTE INSTITUTIONS
IF THE GUARANTEES INCLUDE FACILITIES THAT DO NOT MEET THE ABOVE CRITERIA, PLEASE EXPLAIN

	1	2	3	4	5	6	7	8	10
INSTITUTIONS	AVERAGE INPATIENT % OF MEDICARE	AVERAGE OUTPATIENT % OF MEDICARE	AVERAGE PROFESSIONAL % OF MEDICARE	AVERAGE AMBULANCE % OF MEDICARE	AVERAGE LABORATORY SERVICES % OF MEDICARE	AVERAGE RADIOLOGY SERVICES % OF MEDICARE	ALL OTHER SERVICES % OF MEDICARE	% of FIXED FEES PER CLAIM AT RISK	ARE ANY PROVIDERS OUTSIDE A 25 MILE FOR URBAN OR 50 MILES FOR RURAL/REMOTE? IF YES, EXPLAIN WHICH ONES AND WHY ON SEPARATE SHEET
Wasco State Prison Reception Center Wasco, CA 93280									
California Health Care Facility Stockton, CA 95215									
Ventura Youth Correctional Facility (VYCF) Camarillo, CA 93010									
Northern California Youth Correctional Center (NCYCC) Stockton, CA 95215									



Table D *Medical Provider Pricing Guarantees By Institution*
 PROVIDERS WITHIN 25 MILES OF THE URBAN INSTITUTIONS OR 50 MILES OF RURAL/REMOTE INSTITUTIONS
 IF THE GUARANTEES INCLUDE FACILITIES THAT DO NOT MEET THE ABOVE CRITERIA, PLEASE EXPLAIN

	1	2	3	4	5	6	7	8	10
INSTITUTIONS	AVERAGE INPATIENT % OF MEDICARE	AVERAGE OUTPATIENT % OF MEDICARE	AVERAGE PROFESSIONAL % OF MEDICARE	AVERAGE AMBULANCE % OF MEDICARE	AVERAGE LABORATORY SERVICES % OF MEDICARE	AVERAGE RADIOLOGY SERVICES % OF MEDICARE	ALL OTHER SERVICES % OF MEDICARE	% of FIXED FEES PER CLAIM AT RISK	ARE ANY PROVIDERS OUTSIDE A 25 MILE FOR URBAN OR 50 MILES FOR RURAL/ REMOTE? IF YES, EXPLAIN WHICH ONES AND WHY ON SEPARATE SHEET
California City Correctional Center 22844 Virginia Boulevard California City, CA 93505									
Percent of Fixed Fee per Claim At Risk for Each Institution									



Table E - Calculation of Medical Expenditures Based on Pricing Guarantees: The Guarantees for each institution and service line listed above in Table D will be weighted as a percentage of individual expenditures to total as shown below. The result will be a computation of pricing which will be a percentage over the 2012/13 baseline expenditures.

Inst. name	Average Inpatient % of Medicare	Inpatient Hospital % to total expense	Average outpatient % of Medicare	Outpatient Hospital % to total expense	Average Ambulance % of Medicare	Ambulance % to total expense	Average Radiology Services % of Medicare	Radiology % to total expense	Average Laboratory Services % of Medicare	Laboratory % to total expense	All Other Services % of Medicare	Other % to total expense	Average Professional % of Medicare	Professional % to total expense	Total % of Medicare	Total % all categories to Grand Total expense	% over Baseline
ASP		2.03%		0.46%		0.20%		0.13%		0.22%		0.02%		0.62%		3.67%	
CAL		0.65%		0.40%		0.15%		0.06%		0.12%		0.02%		0.30%		1.68%	
CCC		0.39%		0.25%		0.03%		0.04%		0.15%		0.07%		0.20%		1.13%	
CCI		1.00%		0.26%		0.09%		0.06%		0.19%		0.05%		0.42%		2.07%	
CCWF		0.88%		0.30%		0.06%		0.10%		0.34%		0.23%		0.53%		2.43%	
CEN		0.74%		0.26%		0.07%		0.04%		0.09%		0.04%		0.25%		1.48%	
CIM		3.81%		0.65%		0.15%		0.17%		0.61%		0.14%		0.75%		6.27%	
CIW		0.86%		0.16%		0.08%		0.05%		0.13%		0.03%		0.20%		1.51%	
CMC		1.85%		0.34%		0.09%		0.18%		0.32%		0.01%		0.82%		3.60%	
CMF		4.91%		0.89%		0.31%		0.11%		0.32%		0.01%		0.58%		7.11%	
COR		2.41%		0.34%		0.18%		0.12%		0.15%		0.11%		0.52%		3.82%	
CRC		0.99%		0.32%		0.06%		0.07%		0.19%		0.02%		0.27%		1.91%	
CTF		2.40%		0.56%		0.09%		0.11%		0.23%		0.15%		0.55%		4.09%	
CVSP		0.59%		0.32%		0.14%		0.04%		0.09%		0.01%		0.24%		1.43%	
DVI		1.13%		0.24%		0.03%		0.03%		0.23%		0.01%		0.17%		1.83%	
FSP		0.74%		0.23%		0.03%		0.05%		0.10%		0.01%		0.14%		1.30%	
HDSP		0.41%		0.37%		0.09%		0.04%		0.15%		0.03%		0.22%		1.31%	
HQTR		2.39%		0.00%		0.03%		0.00%		0.00%		0.00%		0.07%		2.49%	
ISP		0.68%		0.33%		0.08%		0.06%		0.13%		0.02%		0.40%		1.71%	



Inst. name	Average Inpatient % of Medicare	Inpatient Hospital % to total expense	Average outpatient % of Medicare	Outpatient Hospital % to total expense	Average Ambulance % of Medicare	Ambulance % to total expense	Average Radiology Services % of Medicare	Radiology % to total expense	Average Laboratory Services % of Medicare	Laboratory % to total expense	All Other Services % of Medicare	Other % to total expense	Average Professional % of Medicare	Professional % to total expense	Total % of Medicare	Total % all categories to Grand Total expense	% over Baseline
KVSP		1.68%		0.29%		0.15%		0.05%		0.14%		0.08%		0.37%		2.77%	
LAC		1.35%		0.32%		0.12%		0.10%		0.28%		0.10%		0.55%		2.81%	
MCSP		1.71%		0.54%		0.09%		0.08%		0.25%		0.02%		0.37%		3.06%	
NAC		0.03%		0.03%		0.00%		0.01%		0.01%		0.00%		0.01%		0.09%	
NKSP		1.47%		0.30%		0.09%		0.08%		0.62%		0.05%		0.51%		3.11%	
OHC		0.00%		0.02%		0.00%		0.01%		0.00%		0.00%		0.02%		0.04%	
PBSP		0.18%		0.19%		0.06%		0.01%		0.11%		0.00%		0.08%		0.63%	
PINE		0.01%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.01%	
PVSP		1.18%		0.26%		0.15%		0.07%		0.14%		0.03%		0.34%		2.17%	
RJD		2.99%		0.61%		0.11%		0.10%		0.28%		0.01%		0.75%		4.86%	
SAC		1.52%		0.35%		0.07%		0.05%		0.13%		0.00%		0.21%		2.33%	
SATF		3.89%		0.82%		0.30%		0.14%		0.22%		0.99%		1.08%		7.44%	
SCC		0.54%		0.38%		0.04%		0.05%		0.14%		0.01%		0.15%		1.32%	
SOL		2.51%		1.03%		0.14%		0.14%		0.27%		0.13%		0.93%		5.15%	
SQ		1.69%		1.03%		0.06%		0.12%		0.38%		0.01%		0.59%		3.88%	
SVSP		2.07%		0.38%		0.15%		0.09%		0.14%		0.15%		0.39%		3.37%	
VSPW		0.55%		0.21%		0.03%		0.05%		0.13%		0.02%		0.33%		1.33%	
VYCF		0.01%		0.01%		0.00%		0.00%		0.01%		0.00%		0.02%		0.05%	
WSP		2.12%		0.52%		0.15%		0.12%		0.69%		0.38%		0.75%		4.73%	
Total		54.34%		13.95%		3.64%		2.72%		7.71%		2.94%		14.69%		100.00%	



8. Submittal Requirements

8.1. Key Action Dates

<i>Event</i>	<i>Date</i>
<i>RFP Release</i>	<i>April 15, 2014</i>
<i>Bidder's Conference- Attendance is recommended</i>	<i>April 28, 2014</i>
<i>Facility Tour – Attendance is recommended</i>	<i>Tentative: May 6, 2014 TBD via addenda</i>
<i>Deadline for Questions</i>	<i>May 5, 2014</i>
<i>Responses to Questions Released</i>	<i>May 19 2014</i>
<i>Deadline for Change Requests</i>	<i>May 13, 2014</i>
<i>DRAFT Proposals Due</i>	<i>June 2, 2014</i>
<i>Confidential Discussions with Bidders</i>	<i>June 16, 2014 thru June 20, 2014</i>
<i>Final Proposals Due</i>	<i>July 16, 2014</i>
<i>Best and Final Negotiation</i>	<i>August 1, 2014</i>
<i>Award Notification</i>	<i>August 8, 2014</i>

Note: The Key Action Dates are set forth for informational and planning purposes only and are subject to change without an additional addendum. Refer to http://www.cphcs.ca.gov/project_rfp.aspx regularly for updates.

8.2. Draft Proposals, Final Proposals and Modification or Withdrawal of Proposals

Bidders must submit both a Draft Proposal and a Final Proposal. The purpose of the Draft Proposal is to provide the State with an "almost final" bid in order to identify any faulty administrative aspect of the bid which, if not corrected, could cause the Final Proposal to be rejected.

The Draft Proposal should correspond and must be complete in every respect as required by the RFP section on SUBMITTAL REQUIREMENTS, except cost. The inclusion of cost information in the Draft Proposal may be a basis for rejecting the bid and notifying the bidder that further participation in the procurement is prohibited.

REVIEW OF THE DRAFT BID BY THE STATE MAY INCLUDE CONFIDENTIAL DISCUSSIONS WITH INDIVIDUAL BIDDERS AND WILL PROVIDE FEEDBACK TO THE BIDDER PRIOR TO SUBMITTAL OF THE FINAL PROPOSAL. IF NO SUCH DISCUSSION STEP IS INCLUDED IN THE KEY ACTION DATES THEN THE REVIEW OF THE DRAFT BID DOES NOT INCLUDE ANY ASSESSMENT OF THE BID'S RESPONSIVENESS TO THE TECHNICAL REQUIREMENTS OF THE RFP. Regardless of the inclusion of a confidential discussion, the State will notify the



bidder of any defects it has detected in the Draft Proposal, or of the fact that it did not detect any such defects. Such notification is intended to minimize the risk that the Final Proposal will be deemed defective; however, THE STATE WILL NOT PROVIDE ANY WARRANTY THAT ALL DEFECTS HAVE BEEN DETECTED AND THAT SUCH NOTIFICATION WILL NOT PRECLUDE REJECTION OF THE FINAL PROPOSAL IF SUCH DEFECTS ARE LATER FOUND.

If the State finds it necessary, the State may call for revised Draft Proposal submittals, or portions thereof. The bidder will be notified of defects discovered in these submittals as well. Again THE STATE WILL NOT PROVIDE ANY WARRANTY THAT ALL DEFECTS HAVE BEEN DETECTED AND THAT SUCH NOTIFICATION WILL NOT PRECLUDE REJECTION OF THE FINAL BID IF DEFECTS ARE LATER FOUND.

Prior to the Final Proposal due date, bidders may modify or withdraw a submitted Proposal. Such modifications or withdrawals must be submitted to CCHCS in writing to:

For delivery by courier:

Karen Creighton
Associate Director, Healthcare Invoice, Data & Provider Services
California Correctional Health Care Services
8260 Longleaf Drive
Elk Grove, CA 95758

OR

For delivery by U. S. mail:

Karen Creighton
Associate Director, Healthcare Invoice, Data & Provider Services
California Correctional Health Care Services
P.O. Box 588500
Elk Grove, CA 95758

Any modification must be clearly identified as such and must be submitted in the same manner as the original (e.g., appropriate copies, paper size, etc.). No modifications will be allowed after the Final Proposal due date.



8.3. Public Opening

There will be NO public opening of the Draft Proposal or Final Proposal. However, after a contract is awarded all Proposals may be available for public review. CCHCS makes no guarantee that any or all of the Proposals will be kept confidential, even if the Proposal is marked “confidential,” “proprietary,” etc.

8.4. General Rules

1. Bidders must include a Cost Proposal that meets the requirements stated in Section 9.8. However, if an alternative approach is preferred by the submitting vendor, separate cost sheets that fully describe the approach and all associated costs may also be supplied. CCHCS may at its discretion consider such alternative proposals. Any proposal that does not provide a transaction based cost model meeting RFP requirements is subject to disqualification.
2. Final Proposals received after the deadline will not be considered.
3. This is an RFP, not a work order; all costs associated with a response to this RFP or negotiating a contract shall be borne by Bidder.
4. CCHCS’ failure to address errors or omissions in the proposals shall not constitute a waiver of any requirement of this RFP.

8.5. Reservation of Rights

CCHCS reserves the right to do the following at any time, at CCHCS’ discretion:

1. Reject any and all proposals, or cancel this RFP.
2. Waive or correct any minor or inadvertent defect, irregularity or technical error in any proposal.
3. Request that certain or all candidates supplement or modify all or certain aspects of their respective proposals or other materials submitted.
4. Procure any services specified in this RFP by other means.
5. Modify the specifications or requirements for services in this RFP, or the required contents or format of the proposals prior to the due date.



6. Extend the deadlines specified in this RFP, including the deadline for accepting proposals.
7. Negotiate with any or none of the bidders.
8. Terminate negotiations with a bidder without liability, and negotiate with other bidders.
9. Award a contract to any bidder.

8.6. Addenda

For questions regarding this RFP's timeline refer to Section 9, 9.1. Key Action Dates for submittal deadlines.

Questions will be responded to in an addendum and posted to the website. Any necessary information not included in this RFP that is deemed necessary and relevant to responding to the RFP will also be issued in an addendum(s). CCHCS makes no guarantee that all questions submitted will be answered.

8.7. Bidder's Conference and Facility Tour

An Addendum will be posted providing the place, time, and other details for attending the Bidder's Conference. The Addendum can be found on the CCHCS website at: http://www.cphcs.ca.gov/project_rfp.aspx. Attendance is highly recommended; issues that involve complexity of need, organizational culture, and technical constraints will be addressed to assist all vendors in better understanding the requirements of the RFP. In addition, a facility tour for all bidders will also be announced via an Addendum.

8.8. Proposal Format

Proposals should be clear, concise, complete, well organized, and demonstrate the Bidder's qualifications. Eleven (11) bound copies of the Proposal shall be provided. One copy of the Proposal will contain original signatures and marked ORIGINAL ROPOSAL. The other 10 copies of the Proposal must be numbered from 1 to 10. The Proposal should be bound into books of 8-1/2" x 11" format.

The Proposal will also be submitted in electronic (pdf) format on CD, and organized in the same manner as the printed submission.

The Cost Proposal shall be placed in a sealed envelope with the submitting firm's name and the words "Cost Proposal" on the outside of the envelope. The cost



Proposal must be signed across the seal and then taped. Place the sealed envelope containing the Cost Proposal in the same package containing the Technical Proposal.

All bidders are requested to follow the order and format specified in the Cost and Technical Proposal sections 9.8.1 and 9.8.2. Please tab each section of the submittal to correspond to the numbers/ headers listed in these sections.

Bidders are advised to adhere to submittal requirements. Failure to comply with the instructions of this RFP may be cause for rejection of submittals.

CCHCS reserves the right to waive any informality in any submittal and/or to reject any or all submittals. CCHCS reserves the right to seek clarification of information submitted in response to this RFP during the evaluation and selection process. The Committee may solicit relevant information concerning the firm's record of past performance from previous clients or consultants who have worked with the bidder.

8.8.A Cost Proposal Contents

1. **Attachment A - Fee Per Claim Cost Summary.**
 - a. The Cost Proposal shall include all capital costs and implementation costs.
 - b. Cost Proposal shall include a table showing the breakout of fees.
2. Table D- Guarantees by Institution
3. If applicable, alternative Table D'(s)
4. Attachment B- Performance Guarantees

8.8.B Technical Proposal Contents

The Technical Proposal must include the following items:

1. Cover Letter

A cover letter signed by an officer of the firm submitting the Proposal, or signed by another person with authority to act on behalf of and bind the Bidder. The cover letter must contain a commitment to provide the required services described with the personnel specified in the submission. The letter should certify that the



information contained in the Proposal is true and correct. Also indicate the contact person(s) for the selection process along with contact information.

2. Executive Summary

The Executive Summary must include a clear description of the primary advantages of contracting with your organization. It should also include a brief explanation of how the Bidder satisfies the evaluation criteria, and a brief statement that demonstrates Bidder understanding of the desired services.

Bidder shall demonstrate its ability to meet the services and requirements identified in *Section 5, Detailed Scope of Services*.

Bidder shall demonstrate its ability to implement the optional services, along with projected timelines to develop and implement upon request from CCHCS.

3. Responses to Requirements

4. Approach to Optional Services

5. Proposed Changes to Scope of Services

Refer to Appendix C – Scope of Work

6. Agreement

Bidder should provide the draft Agreement, with any proposed revisions, for CCHCS' consideration. The draft Agreement should include a completed proposed Statement of Work as Exhibit A to the Agreement.

7. Legal Action

Bidder must provide a listing and a brief description of all material legal actions, together with any fines and penalties, for the past five (5) years in which (i) Contractor or any division, subsidiary or parent company of Contractor, or (ii) any member, partner, etc., of Contractor if Contractor is a business entity other than a corporation, has been:

1. A debtor in bankruptcy;
2. A defendant in a legal action alleging deficient performance under a services contract or in violation of any statute related to professional standards or performance;
3. A respondent in an administrative action for deficient performance on a project or in violation of a statute related to professional standards or performance;
4. A defendant in any criminal action;



5. A principal of a performance or payment bond for which the surety has provided performance or compensation to an obligee of the bond;
6. A defendant or respondent in a governmental inquiry or action regarding accuracy of preparation of financial statements or disclosure documents; or
7. A party to any civil or administration action brought by or against the State of California or any subdivision thereof, including the California Department of Corrections and Rehabilitation.

8. Default Termination

A disclosure of whether your company has defaulted in its performance on a contract in the last five (5) years, which has led to the termination of a contract.

9. Conflict of Interest

Identify any existing financial relationships with other vendors that may be a part of your proposal, and explain why those relationships will not constitute a real or perceived conflict of interest. CCHCS will request additional information at time of award from the Contractor that will prove the absence of any relationship that could constitute a conflict of interest or otherwise impede the ability of the Contractor to protect the interest of CCHCS, including but not limited to the completion of a Form 700 or its equivalent. You can view Form 700 at <http://www.fppc.ca.gov>.

10. Knox-Keene

CCHCS requires the Contractor to ensure compliance with all laws. Contract provisions between the Contractor and providers of services to CDCR patient-inmates/ DJJ youths must satisfy requirements set forth in the RFP and the resulting agreement.



9. Appendix A – Bidders Library

Interface Documents:

TPA Processed Claims to BIS SAP

Maintain Crosswalk Tables for TPA Claims Processing

Claims Auditing Information (TPA-SCO)

Automate TPA Medical Invoice Claim Schedule

Electronic/Paper Claim Schedules to SCO

SCO Warrant Payment Processing

SCO Warrant Payment from BIS to TPA

BIS Vendor Master Records to TPA

Contract Medical Database (CMD)

Inmate Locator Web Service

EUHRS Interface Specification_Design Discrete Microbiology Inbound

EUHRS Interface Specification_ Unit 09i-Order Message Processing Inbound

EUHRS Interface Specification_ Unit 09o-Order Message Processing Outbound

EUHRS Interface Specification_ Unit 10i-Result and Document Processing Inbound

Other Documents:

CDC7252.PDF

California Penal Code, Section 5023.5

HC Transfer Process

CCHCS Drug Formulary

California Code of Regulations, Title 15

* Fiscal Year 2012/2013 Adult Patient-Inmate Utilization Information

* Fiscal Year 2012/2013 Juvenile Patient-Inmate Utilization Information

Inmate Population Reports

Non-Disclosure Agreement

* Available upon submission of signed non-disclosure agreement



10. Appendix B – Cost Proposal

Include costs that clearly delineate all requirements identified in the RFP listed on a cost sheet in the Cost Proposal. The Cost Proposal must show:

1. Transaction based costs must indicate which RFP requirements are included in these costs.
2. Any separate implementation cost, including capital costs and start up costs that are not included in transaction based costs.
3. Any increases in fees over time, such as annual cost adjustments or other cost escalations.
4. The entire proposed reimbursement for the Contractor.
5. All of the above costs need to be shown for each year of the five (5) years of the contract. In addition, because the contract includes the provision to extend the contract for five (5) one-year extensions, we are requiring that the Contractor include costs for the five (5) one-year extensions.
6. The cost of any Optional Services that may be proposed by the Contractor.
7. The costing methodology for any changes approved through the project change request process.



11. Appendix C – Scope of Work

Please see Exhibits A through G, posted here, following the STD-213 – Contract Signature Document; which will form the body of the contracted services.

Please note; the format, language, and terms and conditions cannot be replaced or supplanted by vendor contract terms and conditions unless approved prior to submittal of the Final Bid. Any changes should be submitted to CCHCS for approval prior to the submittal of the bidder's draft bid.

CCHCS reserves the right to reject any Final Bid response that, without prior approval:

1. Declines the Agreement's terms and conditions in whole or in part; or
2. Replaces the Agreement's terms and conditions in whole or in part with vendor language; or
3. Proposes changes in the Agreement's terms and conditions that materially affect the services described in the Scope of Work. Changes materially affecting the Scope of Work may include items that, in the judgment of CCHCS:
 - a. Place undo limits on the extent, nature, or delivery of the services being bid.
 - b. Provide an advantage to the bidder over other bidders that have accepted the Agreement's terms and conditions.



12. Appendix D – STD 213 Standard Agreement

STANDARD AGREEMENT

AGREEMENT NUMBER

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

California Department of Corrections and Rehabilitation

CONTRACTOR'S NAME

2. The term of this Agreement is: Upon Approval through (Insert Date)

3. The maximum amount of this Agreement is: \$

4. The parties agree to comply with the terms and conditions of the RFP (Insert Title), including all Addendums, Exhibits, and Contractor's response all of which are hereby incorporated into this agreement. The order of contract compliance is the Statement of Work and Exhibits, RFP, and then Response to RFP. **This Agreement is not exclusive and CDCR reserves the right to contract with other providers for the same service or for any portion of the services.**

RFP**	(Insert Title)	
Addendums**	Number (1) through (?)	
Response to RFP**	(Insert Title)	
Exhibit A	Statement of Work	Page(s)
Exhibit B	Listing of Medical Care Services	Page(s)
Exhibit C	Business Associates Agreement (HIPAA)	Page(s)
Exhibit D	Special Terms and Conditions & Additional Provisions	Page(s)
Exhibit E	Definitions	Page (s)
Exhibit F	List of Participating Institutions	Page (s)
Exhibit G	California State Institutions Map	Page (s)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		
CONTRACTOR'S NAME <i>(if other than an individual, state whether a corporation, partnership, etc.)</i>		
BY <i>(Authorized Signature)</i>	DATE SIGNED <i>(Do not type)</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Corrections and Rehabilitation (CDCR)		
BY <i>(Authorized Signature)</i>	DATE SIGNED <i>(Do not type)</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS; PO Box 5850Elk Grove, CA 95758		



13. Exhibit A – Statement of Work (SOW)

(Insert Contractor's Name) shall provide services in accordance with CCHCS' Request for Proposal (RFP) titled HEALTHCARE PROVIDER NETWORK and THIRD PARTY ADMINISTRATOR (TPA)SERVICES, including all Addendums, Exhibits and Contractor's response to the RFP (Contractor's Proposal), all of which are hereby incorporated by reference and made a part of this Agreement, in full force and effect as it attached hereto.

In the event of any conflict among the following documents, that conflict shall be resolved by construing the conflicting provisions in the following order:

1. This Agreement and all exhibits to it;
2. The RFP and its addenda; and
3. The Contractor's Proposal to the RFP, including the documents titled, (Insert Title)

(Insert Contractor's Name) is responsible for contracting with healthcare service providers for the purpose of maintaining a Network of providers to perform medical services for CDCR patient-inmates in the community and on-site at the institutions/DJJ facilities and is responsible for all cost related to the negotiating and contracting with the providers. CCHCS is not responsible to pay for services that are outside the above agreements. In addition, (Insert Contractor's Name) shall provide health care claims processing services (TPA), and Prior Authorization services as outlined in the RFP.

If requested by the State, Contractor agrees to negotiate in good faith with the State, including State departments other than CDCR, to provide goods, services and pricing substantially similar to that set forth in this Agreement, to those departments delivering healthcare services to CDCR patients. Those goods and services may be provided via written amendment to this Agreement or by separate agreement with the other State department.

The Parties agree and acknowledge that if any provision of this Agreement is determined by a final judgment of a court of competent jurisdiction to be illegal or unenforceable, such determination shall not affect the balance of this Agreement, which shall remain in full force and effect, and such invalid provision shall be deemed severable.

When immediate healthcare services are needed and are not available or cannot be provided through the Contractor's Health Care Provider Network, CCHCS reserves the right to contract directly with the health care service providers on a temporary basis to ensure continuity of care for CDCR patient-inmates/DJJ youths



until the services can be provided through the network. This action does not relieve the Contractor of the responsibility to ensure network access and maintaining of the requested services.

The State reserves the right to contract directly with hospitals where it is determined to be critical and/or legally required that are not in the Provider Network where medical guarded units are available. CCHCS will work with the Contractor to leverage hospitals with Medical Guarded Units into the Network, including the option to cancel the contracts that are not legally required to be maintained.

In the event CCHCS is ordered by a court and/or determine is made through its authority that information is to be released it will make every effort to provide notification within five (5) working days of the request to the Contractor.

Invoicing and Payment

For services satisfactorily rendered, and upon receipt and approval of invoices/claims, CCHCS agrees to compensate the Providers for completed services in accordance with the rates specified in Contractor's agreements.

Budget Contingency Clause

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.

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.

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.

Subcontractors



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(s).



14. Exhibits B-1, B-2, and B-3, Service Needs

EXHIBIT B-1 - Health Care Services Needs

The Contractor is responsible for providing a statewide network of community based providers for services listed in this Exhibit, however, the health care services or levels of care listed under the services in this exhibit are not all inclusive and CCHCS reserves the right to request additional specialty services or levels of care to be included in the network.

A. Hospital Services

Facility Services, Equipment, Personnel or other resources necessary to provide the service accordingly to generally accepted standards of hospital practice for Inpatient, Outpatient and Emergency Care Services.

Types of Services needed:

1. Medical, Nursing, Surgical, Pharmaceutical and Dietary Services; basic medical supplies and basic diagnostic services, such as laboratory, radiological and X-Ray;
2. Language Translator services available to all CDCR patient-inmate and/or DJJ youths.
3. Surgery Procedures requiring overnight observation and treatments;
4. Surgical Procedures not requiring overnight observations and treatments;
5. Full Twenty-four (24) hour access to emergency services;
6. Full Twenty-four (24) hour access to Bed and Board;
7. Tertiary/Transplant Services;
8. Intensive Care and Related Services;
9. Telemetry, Sub acute Services, and Acute Rehabilitation Services;
10. Follow up appointments with Specialty Care Service Providers;
11. Diagnostic and Imaging Services for CT, MRI, Ultrasound, Mammography, Neurological specialty in CT and MRI when requested and approved by CCHCS;
12. Mental Health Treatment (Emergency Care Services – which means medically necessary crisis intervention for inmates suffering from situational crisis or acute episodes of mental illness, in accordance with CCR, Title 15.); and
13. Off-site Sleep Apnea Diagnostic Evaluation and Testing services to be accessible only when an institution(s), CHCF and/or DJJ facility do not have the ability or equipment to provide these services on-site.
14. Mental Health Treatment for Non-Emergency Care Services when treating team determines services are needed outside of CCR, Title 15.



B. Physician Services

1. Emergency Inpatient/Outpatient Medical Service Treatment and Consultation at Hospitals
2. Surgery Center Outpatient Medical Treatment
3. Office Medical Services and Consultations
4. Telemedicine Services, including TTA coverage
5. On-Site Specialty Physician Medical Services and Clinical Services at institutions/facilities Transplants
6. Specialty Medical Treatments and Consultations as listed in the Contract Management Database (CMD) informational CD. The CD includes encounter data, specialty medical services, etc.; this can be found in the Bidders Library, BL18. Exhibit B will be updated with the service listing at time of award and any services not included CCHCS reserves the right to make changes to the list by issuing a five (5) business day written notice to the Contractor and that no formal written amendment of the agreement shall be required to effect that change.

C. Ambulatory Surgery Centers and Specialty Service Centers

1. Facility Services, Equipment, Personnel or other resources necessary to provide the service accordingly to generally accepted standards of Outpatient Surgery Services.
2. Facility Services, Equipment, Personnel or other resources necessary to provide the service accordingly to generally accepted standards of Sleep Apnea Diagnostic Evaluation and Testing services. Services to be accessible only when an institution(s), CHCF and/or DJJ facility(s) do not have the ability or equipment to provide these services on-site.

D. Ambulance Services – Emergency/Non-Emergency

1. Emergency and Non-Emergency Air and Ground Transports;
2. Basic Life Support; and
3. Advanced Life Support.

E. Dental Specialty Services

1. Oral Surgeon Services
2. Maxillofacial
3. Periodontal

F. Acute Psychiatric Hospital Services – DJJ Youths

1. Medical, Nursing, Pharmaceutical and Dietary Services;
2. Full Twenty-four (24) hour access to Bed and Board;
3. Diagnostic and Therapeutic Services as required;



4. Basic medical supplies
5. Basic diagnostic services, such as laboratory, radiological and X-Ray;
6. Mental Health Treatment (Emergency Care Services – which means medically necessary crisis intervention for situational crisis or acute episodes of mental illness; and
7. Mental Health Treatment for Non-Emergency Care Services when treating team determines services are needed.

G. Radiology Services (X-Ray, Ultrasound, Mammography, CT, MRI, and PETS)

1. Statewide Off-site Community Services;
2. Statewide Mobile Services for X-Ray, Ultrasound, Mammography, CT, MRI, and PETS at institutions/facilities;
3. Statewide Radiology and Imaging Read and Interprets; and
4. Radiation Safety Officers.

H. Laboratory Services

1. STAT Testing
2. Routine Testing
3. Infectious Disease Testing
4. Equipment/Supplies
 - a. Dry Ice Containers
 - b. Basic Laboratory Supplies
 - c. Packaging Materials
 - d. Labels
 - e. Printers
 - f. Label Makers
 - g. Dual-Sleeved Transport Bags
 - h. Locked Containers
5. Web Portal Access
 - a. Electronic Ordering
 - b. Electronic Results Access
 - c. Electronic Access to Reports and Printing
6. Courier Services
 - a. 24 hours
 - b. 7 days a week
7. Laboratory Directorship Services

I. Skilled Nursing Facility Services

1. Full Twenty-four (24) hour access to Bed and Board
2. Semi-private room
3. Meals



4. Twenty-four hour nursing care
5. Nutrition services, including feeding pumps
6. Routine clinical and pathological laboratory services, fees and supplies
7. X-Ray services, fees and supplies
8. Bowel and bladder training
9. Insulin and diabetic care
10. Catheter care/maintenance (foley, indwelling, in/out)
11. Colostomy/ileostomy care and supplies
12. Nasogastric and/or gastrostomy tube feedings
13. Superficial wound care
14. Dental services
15. Rehabilitation services (RNA)
16. Speech, Occupational, and/or Physical Therapy
17. Respiratory Therapy by Nursing or Certified Respiratory Therapist as indicated
18. Discharge Planning
19. Administration of I.V. Therapy
20. Administration of medications, including intramuscular and I.V. services
21. All medications, pharmaceutical supplies, medical/in-house/surgical supplies
22. Respiratory and Oxygen services and fees
23. Standard Durable Medical Equipment (DME): Wheelchair, trapeze, walker, commode, I.V. pump, feeding sump pump, traction sets, altering pressure packs and pump unit, blood glucose monitors, humidifiers/nebulizers, patient lifts – for use while inpatient.

J. Psychiatry and Hospital services to evaluate CCHCS patient-inmates and/or perform Electro Convulsive Therapy.



EXHIBIT B-2 – Third Party Administrator Service Needs

The Contractor is responsible for statewide claims processing services listed in this Exhibit, however, the services in this exhibit may not be all inclusive and CCHCS reserves the right to request additional services.

A. Health Care Claims Administration:

CCHCS requires a fully operational, industry standard, Medicare compliant, adjudication claims processing system. Claim system must contain but not be limited to the following:

1. 5010 Compliant
2. ICD-10 Compliant
3. Submission of 837i EDI health claims capability directly and through a clearing house with the capability for vendors to attach required supplemental documentation
4. Claim system which is adaptable to non-Medicare health claiming requirements
5. Claim image, EDI repository for claim submissions
6. Internet Portal for vendor claim submission research
7. State level internet portal for claims research
8. Claim auditing tool for secondary adjudication check (similar to Bloodhound)
9. Software (such as Redbook) for pricing pharmaceuticals to Medicare requirements
10. Direct interface with the State for transmission of data (Exceptions and Reports Portal)
11. One (1) portal and login for all services related to claims for CCHCS staff
12. Process CCHCS provider claims (Providers who contract with CCHCS)
13. Processing claims for non-contracted providers



EXHIBIT B-3 – Prior Authorization Service Needs

A. Prior Authorization

1. Web Portal
2. Reporting capabilities by institution, CDCR patient-inmate/DJJ youths, requesting/referring physician, etc.
3. Prior Authorization and claims matching
4. Utilization Management collaboration
5. Case Management Guidelines



15. Exhibit C –Business Associates Agreement (HIPAA)

1. Definitions

1. Catch-all definition:

The following terms and others used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use³

2. Specific definitions:

(a) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Contractor to the contract to which this Business Associate Agreement is attached as an exhibit. For purposes of this exhibit only, the term “Agreement” shall refer to this Business Associate Agreement. The term “Service Agreement” shall refer to the contract to which this Business Associate Agreement is attached as an exhibit.

(b) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean California Department of Corrections and Rehabilitation, California Correctional Health Care Services (CCHCS).

(c) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

2. Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

³These definitions are set forth in the Code of Federal Regulations (CFR); Title 45, Public Welfare: PART 160—GENERAL ADMINISTRATIVE REQUIREMENTS§ 160.103 Definitions, [PART 162--ADMINISTRATIVE REQUIREMENTS](#)§ 162.103 Definitions. and [PART 164--SECURITY AND PRIVACY](#)§ 164.103 Definitions.



(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(c) Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information and any security incident of which it becomes aware as required by Federal and State laws. (i.e., Health and Safety Code Section 1280.5, California Civil Code Section 56 et seq., California Civil Code Section 1798 et seq., and 45 CFR – Subchapter C et al.). Information Security incidents (e.g., breaches) shall be reported to the CCHCS Information Security Office within 24 hours of detection.”

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) Make available protected health information in a designated record set to the Covered Entity or individual or the individual’s designee as necessary to satisfy covered entity’s obligations under 45 CFR 164.524;

(f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or at the request of an individual, or take other measures as necessary to satisfy covered entity’s obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy covered entity’s obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of Covered Entity’s obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

3. Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose protected health information as necessary to perform the services set forth in Service Agreement.



(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(b) However, under 45 CFR 164.520(a)(3), inmates are not entitled to notices of privacy practices, and 45 CFR 164.520 therefore does not currently apply to Covered Entity.

5. Term and Termination

(a) Term. The Term of this Agreement shall be effective as of the effective date of the Service Agreement, and shall terminate on termination of the Service Agreement or on the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.

(c) Obligations of Business Associate Upon Termination.

Business Associate



Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraph (e) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to Covered Entity or, if agreed to by Covered Entity, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

Upon termination of this Agreement, if requested by Covered Entity, Business Associate will transmit the protected health information to another business associate of the Covered Entity.

Upon termination of this Agreement, Business Associate shall obtain or ensure the destruction of protected health information created, received, or maintained by subcontractors.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

6. Miscellaneous

(a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.



16. Exhibit D –Special Terms and Conditions & Additional Provisions

1. Dispute Resolution

a. Contract Disputes

Contractor as a condition precedent to the right of the Contractor to pursue litigation or other legally available dispute resolution process with CDCR/CCHCS, if any, agree that all contract disputes, including network startup cost(s)/service fee(s) claim issues arising under or related to the Contract between CDCR/CCHCS and Contractor shall be resolved pursuant to the following processes. Any failure by the Contractor 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 startup cost(s)/service fee(s) 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 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 waiving any claim or defense that such venue is not convenient or proper.

(1) Final Payment

The acceptance by the Contractor of final payment shall release the CDCR/CCHCS from all claims, demands and liability to Contractor for everything done or furnished in connection with this work and from every act and neglect of CDCR/CCHCS and others relating to or arising out of this work except for any claim previously accepted and/or in process of resolution.

(2) Informal Discussion

Contractor and CCHCS Medical Contracts Health Program Specialist II or other designated CCHCS employee shall first attempt in good faith to resolve the contract disputes or claims by informal discussion(s) and if needed a meeting will be scheduled within five (5) business days with the Health Program Manager III, Network Program Manager, and CCHCS employees to attempt resolution.



(3) Formal Appeal

If the issue is not resolved at the informal discussion level, Contractor/ shall file, a formal written appeal no later than fifteen (15) business days from the date of the last informal discussion: specifying the issue(s) of dispute, provider's contact name, phone number/email address, the Invoice as originally submitted, legal authority, or other basis for position, supporting documentation, and remedy sought to the designated CCHCS Deputy Director, responsible for oversight of the network program at the address below.

(SUBJECT)

Health Program Manager III, Medical Contracts
California Correctional Health Care Services
P. O. Box 588500 Bldg. D-2
Elk Grove, CA 95758

The CCHCS designated Deputy Director or designee shall issue a written determination to the Contractor within thirty (30) business days from the date of receipt of the formal appeal. Contractor shall be notified if a time extension is necessary.

(4) Formal Appeal – Administrative Resolution

If the issue is not resolved at the formal appeal level, the Contractor shall file, no later than fifteen (15) business days from the receipt of the CCHCS determination from the designated Deputy Director or designated staff a Formal Appeal – Administrative Resolution to the Director, Health Care Policy and Administration. The Formal Appeal – Administrative Resolution must include: the issue(s) of dispute, legal authority or other basis for Contractor's position, supporting evidence, and remedy sought to the address below:.

(SUBJECT)

Director, Health Care Policy and Administration
California Correctional Health Care Services
P. O. Box 588500 – Bldg. D-3
Elk Grove, CA 95758

This 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 Section 2015.5 that the dispute, claim, or demand is made in good faith, and that the supporting data are 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 the CCHCS is responsible.

The CCHCS Director, Health Care Policy and Administration shall make a determination on the issue and respond in writing within thirty (30) working days of receipt of the formal appeal, indicating the decision reached. Contractor shall be notified if an extension of time is necessary.

(5) Further Resolution

If the dispute is not resolved by the formal appeal process to the Contractor's satisfaction, or no written decision has been issued from CCHCS after thirty (30) calendar days, or other mutually agreed extension, Contractor may thereafter pursue its right to institute other dispute resolution process, if any, available under the laws of the State of California.

- b. Network Provider, Prior Authorization, and TPA Services invoice(s)/claim(s) for CDCR Patient-Inmate/DJJ Youths Services Eligibility and/or Adjudication Disputes and Contractor Administration Fee Payment Disputes

Contractor/provider's as a condition precedent to the right to pursue litigation or other legally available dispute resolution process with CCHCS, if any, agree that all disputes and/or claims arising under or related to between CCHCS and Contractor/provider's 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/**provider's** agrees to proceed with the performance of the Agreement, including the delivering of goods or providing of services. Contractor/**provider'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 waiving any claim or defense that such venue is not convenient or proper.



(1) Final Payment

The acceptance of final payment shall release the CDCR/CCHCS from all claims, demands and liability to the Contractor/provider's for everything done or furnished in connection with this work and from every act and neglect of CDCR/CCHCS and others relating to or arising out of this work except for any claim previously accepted and/or in process of resolution.

(2) Verbal Appeal

Contractor/ Provider and CCHCS Invoicing staff shall first attempt in good faith to resolve claims/invoices disputes by verbal appeal.

(3) Formal Appeal

If the issue is not resolved at the verbal appeal level, Contractor/Provider shall file, a formal written appeal: specifying the issue(s) of dispute, patient-inmate's name, CDCR number, date(s) of service, amount paid, provider's contact name, phone number/email address, the claim as originally submitted, legal authority, or other basis for position, supporting documentation, and remedy sought, with the CCHCS Associate Director, Invoicing at the address below.

Associate Director, Healthcare Invoice, Data & Provider Services
California Correctional Health Care Services
Attn: Invoicing Appeals
P. O. Box 58850; Building D-2
Elk Grove, CA 95758

The Associate Director, Invoicing or designee shall review the claims appeal for payment or non-payment. If the review determines that CCHCS owes additional compensation, invoicing staff shall process the claim/invoice. The Appeals Manager or designee shall issue a written determination to the Contractor/Provider, explaining the denial, within thirty (30) business days from the date of receipt of the appeal. Provider shall be notified if a time extension is necessary.

If the review determines that the Provider was overcompensated, invoicing staff will issue a refund recovery letter to the Provider within forty-five (45) business days of determination.

(4) Formal Appeal – Administrative Resolution

If the dispute or claim is not resolved to Contractor/ Provider's satisfaction by the verbal and formal appeal process, Provider may file a Formal



Appeal for Administrative Resolution with the CCHCS Director, Health Care Policy and Administration.

The Formal Appeal – Administrative Resolution must include: the issue(s) of dispute, legal authority or other basis for Contractor's position, supporting evidence, and remedy sought to the address below:

Director, Health Care Policy and Administration
California Correctional Health Care Services
P. O. Box 588500 – Bldg. D-3
Elk Grove, CA 95758

This 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 Section 2015.5 that the dispute, claim, or demand is made in good faith, and that the supporting data are 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 the CCHCS is responsible.

The CCHCS Director, Health Care Policy and Administration shall make a determination on the issue and respond in writing within thirty (30) working days of receipt of the formal appeal, indicating the decision reached. Contractor shall be notified if an extension of time is necessary.

(5) Further Resolution

If the dispute is not resolved by the formal appeal process to Provider's satisfaction, or Provider has not received a written decision from CCHCS after thirty (30) business days, or other mutually agreed extension, Provider may thereafter pursue its right to institute other dispute resolution process(es), if any, available under the laws of the State of California.

c. Utilization Management Appeals

If the Contractor disagrees with the UM review of an invoice/service 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 action within the



time limits contained in the appeal procedure. However, with the mutual consent of the parties, the time limitation for any step may be extended. If there has been no 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 must respond to the appeal and may not return it to a lower level.

a. Informal Appeal

Contractor shall informally appeal a UM decision to the Utilization Management Physician Advisor at the address below:

Attention: Utilization Management Physician Advisor
Utilization Management Department
California Correctional Health Care Services
P. O. Box 588500
Elk Grove, CA 95758

The Utilization Management Physician Advisor will evaluate the appeal and respond within thirty (30) calendar days of the appeal.

b. First Level Formal Appeal

If Contractor disagrees with the UM Physician Advisor's decision after an informal appeal, a first level formal appeal shall be submitted to Utilization Management. Contractor must appeal in writing to the address below, within sixty (60) calendar days of receipt of the Utilization Management Physician Advisor's notice to uphold the denial or deferral of service:

Attention: Utilization Management
Utilization Management Department
California Correctional Health Care Services
P. O. Box 588500
Elk Grove, CA 95758

UM will evaluate the appeal and respond within sixty (60) calendar days.

c. Second Level Formal Appeal

Contractor may request a second level formal appeal if dissatisfied with the result of the first level formal appeal. Contractor shall submit second level appeals within sixty (60) calendar days, in writing, to CCHCS's Health Care Review Subcommittee at the address below:

Attention: Chairperson of the Health Care Review Subcommittee
Utilization Management Department
Health Care Review Subcommittee
California Correctional Health Care Services



P. O. Box 588500
Elk Grove, CA 95758

The Health Care Review Subcommittee will evaluate the appeal and respond within sixty (60) calendar days.

d. Changes to Contact Names and Addresses

CDCR/CCHCS may change the name or address of any person or entity noted in this Provision 48 by providing notice in the manner provided in this Agreement, and any such change shall not require a written amendment to this Agreement.

2. Right to Terminate

a. Termination of Agreement without Cause

CCHCS may terminate this Agreement without cause by giving not less than one hundred eighty (180) days written notice to the Contractor. Contractor may terminate this Agreement without cause by giving not less than one hundred eighty (180) days written notice to CCHCS.

b. Termination of Agreement for Cause

(1) Immediate Termination

CCHCS may immediately terminate this Agreement under circumstances such as the following, or other such circumstances as would materially prejudice the right of inmates under this Agreement. The Agreement termination shall be effective as of the date indicated on CCHCS's notification to the Contractor.

- (a) If CDCR/CCHCS determines, based on reliable and factual information, 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; or,
- (b) If CCHCS determines, in its sole discretion based on reliable and factual information, there is a substantial probability that Contractor is unable to provide agreed upon health care service providers through their network for all CDCR institutions and DJJ facilities;
- (c) If CDCR/CCHCS determines, in its sole discretion, based on reliable and factual information, that the Contractor's actions place CDCR/CCHCS at risk for claims against CDCR/CCHCS; or,



- (d) If CDCR/CCHCS determines, based on reliable and factual information, there is a substantial probability that Contractor is unable to render medical services to CDCR patient-inmates and/or DJJ youth; or,
- (e) If CDCR/CCHCS determines, based on reliable and factual information, 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 Providers; or,
- (f) If CDCR/CCHCS determines, based on reliable and factual information, that the institution/facility is experiencing difficulty in securing treatment from Contractor; or,
- (g) If CDCR/CCHCS determines, based on reliable and factual information, that Contractor has failed to meet the terms, conditions and/or responsibilities of the Agreement; or
- (h) If CDCR/CCHCS determines, based on reliable and factual information that the services rendered were below the applicable standards for professional care.

(2) Termination for Insolvency

CCHCS may terminate this Agreement immediately if CCHCS determines there is a substantial probability that Contractor will be financially unable to continue performance under this Agreement.

(3) Supporting Documentation

CDCR/CCHCS may require the 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 the Contractor's ability to immediately provide substitute personnel, and documentation reflecting the Contractor's ability to comply with the indemnification requirements of this Agreement. If such information is required, the Contractor will be so notified and will be permitted fifteen (15) business days to submit the information requested. Failure to provide the requested information may be grounds for termination of the Agreement for cause.

(4) 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 Alternative Arrangements Upon Termination.

Contractor shall forthwith upon such termination, but in no event later than thirty (30) days following such termination at no cost to CDCR/CCHCS:

- (a) Deliver to CCHCS a full accounting of the status of claims;
- (b) Deliver to CCHCS all property and submit electronically in a mutually agreed upon protected electronic format all documents of CCHCS in the custody of Contractor, including a copy of all patient-inmate records of any CDCR Inmate; and
- (c) Deliver all reports required from this agreement shall be submitted electronically in a mutually agreed upon protected electronic format.

Despite termination, Contractor or its solvent entity or administrator or receiver shall report to CCHCS on demand and update of the information in (a) and (b) above and any other relevant information.

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 clause.

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

c. Alternative Arrangements Upon Termination

Upon cancellation of this Agreement, Contractor agrees to assist CCHCS in securing alternative arrangements for the provision of care for those CDCR patient-inmates receiving inpatient care at the time of termination. Contractor agrees to comply with Continuity of Care Provisions of California Department of Managed Health Care (DMHC). Contractor further agrees to ensure its network providers continue to provide adequate levels of health care services to CDCR patient-inmates until alternative arrangements can be obtained. The rate of pay for the CDCR patient-inmate and DJJ youth healthcare services shall be consistent with the terms of contract between the Contractor and their network providers.



d. Assurances Upon Termination

Upon cancellation of this Contract, Contractor will allow CCHCS to contact health care service providers from its network for the purposes of contracting directly with them to ensure the continuation of medical services for CDCR patient-inmates and DJJ youth. Additionally, Contractor agrees to allow CCHCS to utilize the providers in the network until contracts with all the providers can be negotiated and approved.

e. Governing Forum

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 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.

2. Remedies Other Than Termination

Notwithstanding other provisions of this Agreement, and at 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 2, Right to Terminate provision of this Exhibit, when CDCR/CCHCS deems these remedies more appropriate:

- a) Withhold payment for specified services, or
- b) Suspend a Contractor from providing services for a specified period of time.

CDCR/CCHCS reserves the State's right to execute the remedies under Section 3.a and 3.b above if the failure constitutes a material breach of this Agreement and if Contractor does not cure such failure within the time frame stated in the State's cure notice, which in no event shall be less than fifteen (15) calendar days, unless the Scope of Work, in CDCR/CCHCS's sole discretion, necessitates a shorter period.

3. Stop Work

- 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) calendar days of 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, 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.
 - (2) At the sole discretion of CDCR/CCHCS, within thirty (30) calendar days or more 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.
 - c. 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.
 - 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. 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.

4. Responsibility Hearing

If this Agreement is terminated for cause, CCHCS reserves the right to conduct a responsibility hearing to determine if the Contractor is a responsible bidder before an award of future Agreements can be made.

In CDCR/CCHCS's sole discretion, the scope of the responsibility hearing:



- a. May be limited to other contracts for the same type of services set forth in this Agreement, or may be expanded to apply to other contracts, including all contracts that CDCR/CCHCS awards; and
- b. May be limited to a defined period of time, or may be expanded to a ban of future agreements for an indefinite period of time.

The notice of responsibility hearing shall indicate the scope of the hearing and the process and procedures that CDCR/CCHCS and the Contractor shall follow for the hearing.

5. Insurance Requirements

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 its employees and submit verification of coverage at time of contracting with CCHCS. Contractor shall maintain on file verification that subcontractors or network providers carry workers' compensation insurance or verification of self-insurance through an acceptable policy. Verification of coverage by Contractor's subcontractors or network providers must be provided upon request by CDCR/CCHCS as needed to ensure contractual compliance to this requirement.

Prior to approval of this Agreement and before performing any services, Contractor shall furnish to the State evidence of valid workers' compensation insurance coverage. Contractor agrees that the workers' compensation insurance shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled at any time during the term of this Agreement, Contractor agrees to give at least thirty (30) calendar days prior notice to CDCR/CCHCS before said expiration date or immediate notice of cancellation. Evidence of coverage shall not be for less than the remainder of the term of the Agreement or, in CDCR/CCHCS's discretion, for a period of not less than one year. The State reserves the right to verify Contractor's evidence of coverage. In the event Contractor fails to keep workers' compensation insurance coverage in effect at all times, the State reserves the right to terminate this Agreement and seek any other remedies afforded by the laws of this State.

The above paragraphs of this Provision 30 are applicable to this Agreement only if the 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's 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.

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

Contractor warrants that it has completed, obtained, and performed all registrations, filings, approvals, authorizations, consents or examinations required by a government or governmental authority contemplated by the Contract.

The Contractor through the negotiation and contracting process with providers in its network performing services to CDCR patient-inmates or DJJ youth, are to ensure the following insurance requirements are met as a condition of the State's obligation to pay the providers. If a provider in the Contractor's network is self-insured for any of the insurance requirements, proof of self-insurance must be verified by the Contractor. CDCR/CCHCS reserves the right to conduct reviews of a provider(s) contracted file to ensure compliance with insurance or self-insurance requirements.

Please see the insurance coverage requirements below based on type of health care service provider responsibilities:

a. Hospitals

- a. Commercial General Liability - \$1,000,000 per occurrence \$2,000,000 annual policy aggregate.
- b. Workers' Compensation Liability - \$1,000,000 annual policy.
- c. Professional Liability - \$1,000,000 per occurrence \$3,000,000 annual policy aggregate.

b. Surgery Centers

- a. Commercial General Liability - \$1,000,000 per occurrence \$2,000,000 annual policy aggregate.
- b. Workers' Compensation Liability - \$1,000,000 annual policy.
- c. Professional Liability - \$1,000,000 per occurrence \$3,000,000 annual policy aggregate.

c. Physician Services



- a. Commercial General Liability - \$1,000,000 per occurrence \$2,000,000 annual policy aggregate if services are to be performed at their office.
 - b. Workers' Compensation Liability - \$1,000,000 annual policy if services are to be performed at their office.
 - c. Professional Liability - \$1,000,000 per occurrence \$3,000,000 annual policy aggregate.
- d. Air Ambulance Services**
- a. Commercial General Liability - \$1,000,000 per occurrence \$2,000,000 annual policy.
 - b. Aircraft Liability - \$5,000,000 per occurrence.
 - c. Professional Liability - \$1,000,000 per occurrence \$3,000,000 annual policy aggregate.
- e. Ground Ambulance Services**
- a. Commercial General Liability - \$1,000,000 per occurrence \$2,000,000 annual policy.
 - b. Automobile Liability – Coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive, in amounts as required by state law.
 - c. Professional Liability - \$1,000,000 per occurrence \$3,000,000 annual policy aggregate.
- f. Laboratory Services**
- a. Commercial General Liability - \$1,000,000 per occurrence \$2,000,000 annual policy aggregate.
 - b. Workers' Compensation Liability - \$1,000,000 annual policy.
 - c. Professional Liability - \$1,000,000 per occurrence \$3,000,000 annual policy aggregate.
 - d. Automobile Liability – Coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive, in amounts as required by state law.
- g. Radiology Services**
- a. Commercial General Liability - \$1,000,000 per occurrence \$2,000,000 annual policy aggregate.
 - b. Workers' Compensation Liability - \$1,000,000 annual policy.
 - c. Professional Liability - \$1,000,000 per occurrence \$3,000,000 annual policy aggregate.
 - d. Automobile Liability – Coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive, in amounts as required by state law.



h. Commercial General Liability

Contractor agrees to carry a minimum of \$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 institutions/facilities for performance of service).**

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

The State of California must be named as an additional insured and list the following:

State of California
California Department of Corrections and Rehabilitation (CDCR)
California Correctional Health Care Services (CCHCS)
Medical Contracts
P. O. Box 588500
Elk Grove, CA 95758

6. Quality Assurance

Contractor and its network providers 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 patient-inmate/DJJ youth health care services and to provide assurances that those services rendered were cost effective, medically necessary, and delivered with the assurance of quality.

Contractor and its network providers agree to maintain a mechanism for reporting the results of these activities to CCHCS. Contractor shall, as requested, provide CCHCS with CDCR patient-inmate/DJJ youth data needed for the purposes of updating, enhancing or modifying the CDCR Medical Standards of Care, healthcare policy. CDCR patient-inmates/DJJ youths' 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.

7. Quality Assurance, Financial, and Audits/Reviews

a. CCHCS reserves the right to conduct Quality Assurance and Final audits/reviews and/or delegate authority to a third party for the purposes of conducting audits/reviews of the Contractor and/or their contracted network



- provider at any time for the purposes of verifying the Contractor's and/or any Network Provider's compliance with the performance provisions, scope of work, terms and conditions selected for review in this contract, the adjudication and pricing of and/or healthcare treatment services listed in the invoices paid, quality of healthcare and services rendered to CDCR patient-inmates/DJJ youths, and compliance with State laws and regulations and/or CCHCS policies and guidelines.
- b. CCHCS reserves the right to conduct audits/reviews and/or delegate authority to a third party for the purposes of conducting audits/reviews to determine whether an invoice submitted for a covered service rendered to a CDCR patient-inmate/DJJ youth was properly billed and paid relative to the services provided (as reflected on the medical record), and in accordance with the terms and conditions of the Network Providers contracts.
 - c. Contractor shall provide all necessary information such as rates and terms of conditions to the Third Party Administrator to conduct those audits/reviews.
 - d. Contractor and/or Contractor's Network Provider(s) shall provide in electronic format, within ten (10) days of a request by CCHCS and/or its delegate copies of any CDCR patient-inmate/DJJ youth records at no cost to CCHCS and/or its delegate if the documents have not previously been provided to CCHCS and/or its delegate. If the Contractor and/or Network Provider(s) are unable to meet the ten (10) days requirement, a written notification from the Contractor and/or Contractor's Network Provider shall be sent to CCHCS and will include a timeline for completing the request. If the documents have been previously submitted to CCHCS and/or its delegate, the Contractor and/or Contractor's Network Provider(s) will include in the written timeframe notification a cost to electronically resubmit the documents using an all-inclusive fee of twelve (12) cents per page unless a different fee is agreed upon by all parties. Contractor and/or Contractor's Network Provider are responsible to immediately notify CCHCS and/or its delegate in the event of a delay in providing electronically the records/documents requested by the timeframe provided in the notification.
 - e. CCHCS and/or its delegate may also audit and examine records and accounts which pertain, directly or indirectly, to Contractor. Contractor shall cooperate with such auditors; however, such audit shall not interfere with the administration of Contractor or with the delivery of health care services.
 - f. Subject to applicable law, audit/review may be undertaken directly by CCHCS or by third parties engaged by CCHCS, including accountants, consultants and physicians. Contractor shall cooperate fully with such auditors; however, such audit shall not interfere with the administration of Contract or with the delivery of health care services.



- b. Contractor agrees to make available to CDCR/CCHCS for purposes of utilization review, an individual CDCR patient-inmate's and/or DJJ youth's medical record upon request from CDCR/CCHCS. Contractor agrees that Contractor's discharge protocols may not be applicable to all CDCR cases and that discharge determinations shall be with the concurrence of the CDCR attending physician.
- c. 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.
- d. Contractor acknowledges and agrees that concurrent utilization management review shall not operate to prevent or delay the delivery of emergency medical treatment.

9. Independent Contractors

Contractor, Contractor's staff, and network providers in the performance of this agreement, shall act in an independent capacity and not as officers, employees, or agents of CDCR/CCHCS, or the State.

10. Provider (Approval/Disapproval)

CDCR/CCHCS requires the Contractor to secure the staffing necessary to meet its contractual obligations, and CDCR/CCHCS defers to the Contractor as to how the Contractor's relationships with its Providers are formed.

Contractor agrees to allow CDCR/CCHCS, in CDCR/SOLE discretion, the right to 1) review the proposed provider network listing prior to implementation to request in advance that a provider not be included in the network due to the provider having been removed previously through other contracts from providing services to CDCR/CCHCS, or the provider is listed in the United States Department of Health & Human Services Health exclusion list from providing medical services, 2) disapprove the continuing assignment of any Provider due to provider service treatment or quality issues, improper billing or coding practices, failure to adhere to CDCR/CCHCS medical standard requirements, failure to adhere to patient-inmate security requirements, and/or failure to adhere to direction of institution medical staff.



If any Provider of the Contractor is unable to perform, even if due to factors beyond the Contractor's control, Contractor shall immediately notify and work with the designated CDCR/CCHCS network contract management staff to immediately coordinate an acceptable substitute Provider to resolve the service gap in the network.

Contractor shall report in writing the resignation or dismissal of personnel who are an essential part of the successful operation of the contracted program.

CDCR/CCHCS may immediately terminate the Agreement if the replacement of personnel is detrimental to the program as determined by CDCR/CCHCS.

CDCR/CCHCS reserves the right, in its sole discretion, to approve Contractor's choice of Provider, prior to Provider commencing work. Any requirements for approval of Provider that are specific to this Agreement are set forth in Exhibit A.

CDCR/CCHCS reserves the right, in its sole discretion, to approve Contractor's substitutions of Provider, prior to substituted Provider commencing work.

CDCR/CCHCS reserves the right, in its sole discretion, to require Contractor to substitute Provider.

In the event that any Providers are released from service or denied gate access to a CDCR institution or DJJ facility, the Contractor shall notify in writing the Chief Executive Officer, Chief Support Executive, Chief Medical Executive, Chief Nurse Executive, or their designee at all other CDCR institutions or DJJ facilities where the Provider provides service, within twenty-four (24) hours of the dismissal or denial of gate access.

Contractor must notify the State, in writing, of any changes of Provider. In addition, Contractor must recover and return any State-issued identification card provided to Provider upon Provider's departure or release.

11. Intellectual Property Rights

All Deliverables, as defined in the SOW, originated or prepared by the Contractor pursuant to this Agreement, including but not limited to papers, reports, charts, and other documentation, shall be delivered to and shall become the exclusive property of CCHCS. The ideals, concepts, know-how, or techniques relating to the subject matter of each Deliverable can be used by either party in any way it may deem appropriate. All inventions, discoveries or improvements of the Deliverables shall be the property of the State and/or CCHCS. This Agreement shall not preclude Contractor from developing materials outside this Agreement, which are competitive to the Deliverables, irrespective of their similarity to Deliverables which might be delivered to the State and/or CCHCS. All



preexisting intellectual property, copyrights, trademarks and products of Contractor shall be sole property of Contractor. Except as otherwise specifically stated in this Provision 12, Contractor shall retain all right, title, and interest.

12. Nondiscrimination

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Acts and all applicable regulations promulgated there under.

13. National Labor Relations Board Certification

Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC § 10296.

14. 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.

15. Amendments

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 Agreement not incorporated in the Agreement is binding on any of the parties.

16. Assignment

This Agreement is not assignable by the Contractor, either in whole or in part, without consent of the CDCR/CCHCS in the form of a formal written amendment.



17. Liability for Nonconforming Work

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

18. Liability for Loss and Damages

Any damages by the Contractor or its network providers to the State's facility including equipment, furniture, materials or other State property, will be repaired or replaced by the 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 Contractor under this Agreement.

19. Domestic Partners

Contractor may elect to offer domestic partner benefits to Contractor's employees in accordance with PCC § 10295.3. However, Contractor cannot require an employee to cover the costs of providing any benefits, which have otherwise been provided to all employees regardless of their marital or domestic partnership status.

20. Air or Water Pollution Violation

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

21. Temporary Non-performance

If, because of mechanical failure or for any other reason, the Contractor shall be temporarily 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 price.

22. Extension of Terms

This Agreement may be amended to extend the term if it is determined to be in the best interest of the State. Upon signing the amendment, Contractor hereby agrees to provide services for the extended period at the rates proposed by the



Contractor for the five (5) one-year extension periods. See Cost Proposal provisions Appendix B—Cost Proposal.

23. Accounting Principles/ No Dual Compensation

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

24. Recycling Certification

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

25. Sweat Free Code of Conduct

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The Contractor agrees to cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the Contractor's compliance with the requirements under paragraph (a).



26. Child Support Compliance Act

“For any Agreement in excess of \$100,000, the Contractor acknowledges in accordance with Public Contract Code 7110). The 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 Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.”

27. Sub-Contractor/Provider/Consultant Information

Contractor is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the Contractor shall notify the Department of Corrections and Rehabilitation, California Correctional Health Care Services, Medical Contracts Branch within ten (10) working days, of any changes to the subcontractor and/or consultant information.

28. Restricted Employment Areas

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

- Any records pertaining to free staff
- Sensitive personal or medical information on CDCR patient-inmates/DJJ youths

These areas include, but are not limited to, the following:

- Medical
- Personnel
- Records
- Accounting
- Data processing

29. Electronic Waste Recycling

Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid



waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance. CDCR/CCHCS electronic data stored upon any Contractor or Provider device must be returned to CDCR/CCHCS immediately and Contractor must 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 and National Industrial Security Program (NISP) Operating Manual (DOD 5220.22-M) and *Clearing and Sanitization Matrix (C&SM)* based on The National Security Agency Central Security Service NSA/CSS Policy Manual 9-12, "Storage Device Declassification Manual".

30. Licenses, Certificates, and Permits

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

In the event any license(s), certificate(s), and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide the CCHCS with a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s), certificate(s), and 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 31.

31. Americans with Disabilities Act

Contractor complies and shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq).

32. Expatriate Corporations

Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC §§ 10286 and 10286.1 and is eligible to contract with CCHCS.

33. 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.

34. Permits and Certifications from State Board of Equalization

This solicitation and any resulting contract shall be subject to all requirements as set forth in Sections 6487, 7101 and sections 6452.1, 6487.3, 18510 of the Revenue and Taxation Code, and section 10295.1 of the Public Contract Code requiring suppliers to provide a copy of their reseller's permit or certification of registration and, if applicable, the permit or certification of all participating affiliates, issued by California's State Board of Equalization. Effective January 1, 2004, awarding departments must 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 solicitation, a copy of the reseller's permit or certification of registration must be supplied within five (5) state business days of the request made by the State

35. Conflict of Interest

The Contractor and their employees shall abide by the provisions of Government Code (GC) Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., Public Contract Code (PCC) Sections 10335 et seq. and 10410 et seq., California Code of Regulations (CCR), Title 2, Section 18700 et seq. and Title 15, Section 3409, and the Department Operations Manual (DOM) Section 31100 et seq. regarding conflicts of interest.

a. Contractors and Their Employees/Sub-Contractors/Providers

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 thirty (30) days after the expiration of the Agreement. Other service Contractors and/or certain of their employees may be required to file a Form 700 if so requested by the CDCR/CCHCS or whenever it appears that a conflict of interest may be at issue. Generally, service Contractors (other than consultant Contractors required to file as above) and their employees shall be required to file an FPPC Form 700 if one of the following exists:

1. The Agreement service has been identified by the CDCR/CCHCS as one where there is a greater likelihood that a conflict of interest may occur;
2. The Contractor and/or Contractor's employee(s), pursuant to the Agreement, makes or influences a governmental decision; or



3. The Contractor and/or Contractor's employee(s) serves in a staff capacity with the CCHCS and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for the CCHCS that would otherwise be performed by an individual holding a position specified in the CCHCS's 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 and 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, CCHCS officials 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 particular person;
 - (c) Losing independence or impartiality;
 - (d) Making a decision outside of official channels; and
 - (e) Affecting adversely the confidence of the public or local officials in the integrity of the program.
 4. Officers and employees of the Department must 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 year (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 twelve-month (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.

In addition to the above, the Contractor shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to inmates or parolees. The Contractor shall not itself employ or offer to employ inmates or parolees either directly or indirectly through an affiliated company, person or business unless specifically authorized in writing by the CCHCS. In addition, the Contractor shall not (either directly, or indirectly through an affiliated company, person or business) engage in financial dealings with inmates or 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 the 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 the Contractor, or which is wholly or partially owned (more than 5% ownership) or controlled (any percentage) by the Contractor or by the 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 wholly or partially owned or controlled, either directly or indirectly, by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders.

The 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.

The Contractor shall have a continuing duty to keep the State timely and fully apprised in writing of any material changes in the 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 Secretary of State; and any other material changes in the Contractor's business status or structure that could affect the performance of the Contractor's duties under the Agreement.



If the Contractor violates any provision of the above paragraphs, such action by the Contractor shall render this Agreement void.

Members of boards and commissions are exempt from this section if they do not receive payment other than payment for each meeting of the board or commission, payment for preparatory time and payment for per diem.

36. Disclosure

Neither the State nor any State employee will be liable to the Contractor or its staff for injuries inflicted by inmates or parolees of the State. The State agrees to disclose to the Contractor any statement(s) known to State staff made by any inmate or parolee which indicates violence may result in any specific situation, and the same responsibility will be shared by the Contractor in disclosing such statement(s) to the State.

37. Security Clearance/Fingerprinting

The State reserves the right to conduct fingerprinting and/or security clearance 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, in order to permit Contractor and/or Provider access to State premises. Contractor is responsible for having all Providers obtain a completed Live Scan Background check at Contractor's cost as part of the credentialing requirements to perform services on-site at the institutions/facilities. The State further reserves the right to terminate the Agreement or to bar access to State premises, in the State's sole discretion, if a threat to security is determined.

38. Notification of Personnel Changes

Contractor must notify the State, in writing, of any changes of those personnel allowed access to State premises for the purpose of providing services under this Agreement. In addition, Contractor must recover and return any State-issued identification card provided to Contractor's employee(s) upon their departure or termination.

39. Non Eligible Alien Certification

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

40. Disabled Veteran Business Enterprise (DVBE)

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



If this Agreement is exempt from DVBE requirements, CDCR 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.

41. Personnel (Approval/Disapproval)

Contractor agrees to allow CDCR/CCHCS the right to 1) approve, in advance, any personnel to be assigned to this contract, and 2) disapprove the continuing assignment of any personnel. If any employee of the Contractor is unable to perform due to illness, resignation or other factors beyond the Contractor's control, the Contractor shall immediately provide acceptable substitute personnel.

The Contractor shall report in writing the resignation or dismissal of personnel who are an essential part of the successful operation of the contracted program. The CDCR/CCHCS may immediately terminate the Agreement if the replacement of personnel is detrimental to the program as determined by the CDCR/CCHCS.

42. Authority

Contractor hereby recognizes that this Agreement is entered into under the authority of the 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 California Code of Regulations (CCR) Title 15, which authorizes the Secretary of CDCR to contract for the provision of inmate health care services.

43. Small Business and DVBE Participation – Commercially Useful Functions

This solicitation and any resulting Agreement shall be subject to all requirements as set forth in AB 669, Statutes of 2003 pertaining to the following code sections: Government Code Sections 14837, 14838.6, 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, Micro-business and DVBE. Effective January 1, 2004, the aforementioned companies must 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 existing and in good standing under the laws of this State and in all other jurisdictions where Contractor is conducting 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 into 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 (California Code of Regulations Title 15, Section 3356). In the event that an inmate reaches his/her parole date while in the care of the Contractor, the appropriate CCHCS Chief Executive Officer or physician designee shall notify, no later than ten (10) working days before the date of parole, the parolee's appropriate CDCR Parole Region and the CDCR patient-inmates/DJJ youth upcoming parole date and medical status. The CEO/CSE/CME shall make a good faith effort to notify the Contractor if a CDCR patient-inmate/DJJ youth parole date is expected to occur while the CDCR patient-inmate/DJJ youth is under the Contractor's care.

The appropriate Parole Region will notify the Agent of Record who will 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; or
- 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; or
- c. Transfer to outpatient care in the area of the parole release

Contractor agrees that under no circumstances shall the parole date prevent an inmate from receiving emergency medical services or result in being discharged prematurely.

NOTE: This section does not prohibit payment for CDCR patient-inmates designated as medical parolees. CDCR has statutory authority to reimburse providers for services provided to medical parolees pursuant to Penal Code section 3350.



47. Contracts Exempt from Public Disclosure

Government Code (GC) 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 patient-inmates/DJJ youths admitted for treatment and CDCR patient-inmates/DJJ youths receiving emergency services, outpatient services and/or outpatient surgeries. All required CDCR patient-inmates/DJJ youths health records, either originals or accurate reproduction of the contents of such originals, shall be maintained by Contractor, or his/her authorized medical staff, in such form as to be legible and readily available upon request by authorized representatives of CDCR and any other person authorized by law to make such a request.
- b. Contractor shall safeguard the information in all health records of CDCR inmates against loss, defacement, tampering or use by unauthorized persons.
- c. CDCR patient-inmates/DJJ youths 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 patient-inmates/DJJ youths in accordance with CCR, Title 22, Section 70751.
- d. Contractor shall provide copies of CDCR patient-inmates/DJJ youths health records or information within health records, as requested by CCHCS, at no additional charge.

49. Right to Receive and Release Information

For the purpose of enforcing or interpreting this Agreement, or resolving any dispute regarding the provisions under this Agreement, whether administrative or medical, both parties agree to share all relevant information, including CDCR patient-inmates/DJJ youths data, subject to applicable law.



50. Confidentiality of Health Information

CCHCS and Contractor agree that all CDCR patient-inmates/DJJ youths 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 of 1996 (Code of Federal Regulations (CFR), Title 45, Sections 164.501 et seq.); the California Government Code Section 11019.9; California Civil Code Sections 56 et seq.; and California Civil Code Sections 1798, et seq.; regarding the collections, maintenance, and disclosure of personal and confidential information about individuals. Attached as Exhibit "C" and incorporated herein is a 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 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 the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure.

If the methods and procedures employed by the Contractor for the protection of the 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. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in the Contractor's possession that is independently developed by the 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 the 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 of the requirements of California Government Code 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. Contractor/Employee/Sub-Contractor/Network Provider Misconduct

Agreements with Private Entities:

During the performance of this Agreement, it shall be the responsibility of the Contractor whenever there is an allegation of employee misconduct associated with and directly impacting CDCR patient-inmate/DJJ youth, and/or parolee rights, to immediately notify the CCHCS of the incident(s), to cause an investigation to be conducted, and to provide 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 inmates/parolees/youths and the associated staff; c) access to employee personnel records; d) that information reasonably necessary to assure CCHCS that CDCR patient-inmate/DJJ youth, and/or parolee rights are not or have not been deprived of any legal rights as required by law, regulation, policy and procedures; and e) written evidence that the Contractor has taken such remedial action, in the event of employee misconduct with CDCR patient-inmate/DJJ youth, and/or parolee rights, as will assure against a repetition of the incident(s). Notwithstanding the foregoing, and without waiving any obligation of the Contractor, CCHCS retains the power to conduct an independent investigation of any incident(s). Furthermore, it is the responsibility of the Contractor to include the foregoing terms within any and all subcontracts, requiring that Sub-Contractor(s) agree to the jurisdiction of CCHCS to conduct an investigation of their facility and staff, including review of Sub-Contractor employee personnel records, as a condition of the Agreement.

53. Hiring Considerations

If this Agreement is in excess of \$200,000, the Contractor shall be required to give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code, Section 11200 et seq.

54. Physician Ownership and Referral Act of 1993

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

Contractor may make a referral to or request consultation from a sole source health care Contractor or health-related facility in which financial interest is held if the Contractor is located where there is no alternative Contractor of service within either 25 miles or 40 minutes traveling time. The Contractor shall disclose, in writing, to CCHCS the Contractor's financial interest at the time of referral or



request for consultation. In no event, will this prohibit CDCR patient-inmates/DJJ youth from receiving emergency health care services.

55. 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 State Department of Health Services, 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 personnel as are then available, but neither Contractor nor Contractor's employees have any liability or obligation for delay or failure to provide any such services due to lack of available facilities or personnel if such lack is the result of such disaster or epidemic.

b. Circumstances beyond Contractor's Control

If due to circumstances not reasonable 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 such failure to provide services.

56. Indemnification

a. Terms of Contract

Contractor shall indemnify, defend, and save harmless the State, CDCR/CCHCS, and CDCR/CCHCS's 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 or due to a breach of any representation or warranty, covenant, or agreement of the Contractor contained in this Agreement. The State, CDCR/CCHCS and CDCR/CCHCS's officers, agents, and employees shall be responsible for their own acts and omissions.

b. Provision of Services

Contractor shall be solely responsible for any and 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, Sub-Contractors, or their representatives negligent acts or



omissions hereunder. The State, CDCR/CCHCS and CDCR/CCHCS's officers, agents, and employees shall be responsible for their own acts and omissions.

57. Contractor's and Provider's 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 Network 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 patient-inmate/DJJ youth, Network Providers performing services on the grounds of a CDCR institution/DJJ facility shall adhere to the same requirements for CDCR/CCHCS employees set forth in Article 2 of Subchapter 5 of Chapter 1 of Division 3 of Title 15 of the California Code of Regulations.

58. Liability for Withholding and Payment of Income Taxes

Contractor shall comply with all federal and State statutes, regulations, rules, and policies for the payment of federal and State income taxes for compensation that Contractor receives under the terms of this Agreement. Contractor shall withhold federal and State income taxes for compensation paid to its employees for services provided under the terms of this Agreement.

59. 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 the Contractor. However, at least thirty (30) calendar days prior to seeking recovery via offset, CDCR/CCHCS shall provide written notice to the Contractor, to explain the nature of the Overpayment and to describe the recovery process. CDCR/CCHCS will not offset an Overpayment during the pendency of an appeal, filed under the Dispute Resolution process set forth in Provision 1, challenging the determination of Overpayment. If recovery of the full amount of Overpayment at one time imposes a financial hardship on Contractor, CDCR/CCHCS, at 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.



60. Liquidated Damages (If Applicable)

This Provision is applicable only if another provision of this Agreement establishes the basis for imposing liquidated damages and the amount of liquidated damages.

1. General

It is the policy of the California Legislature to use liquidated damage provisions in State contracts, as set forth in Civil Code section 1671, subdivision (b), and Public Contract Code 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 the Contractor does not comply with the terms of this Agreement, as well as all applicable federal, state, and local statutes and regulations:

Damage and harm to the State will result;

- a. Proving such damages shall be costly, difficult, and time-consuming;
- b. If CDCR/CCHCS chooses to impose liquidated damages, Contractor shall pay the State those damages for not providing or performing the specified requirements;
- c. Additional damages may occur in specified areas by prolonged periods in which Contractor does not provide or perform requirements;
- d. 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;
- e. The damages provided for under this Provision and elsewhere in this Agreement are difficult to establish;
- f. The Contractor shall pay the amounts set forth in this Provision and elsewhere in this Agreement as liquidated damages and not as a penalty;
- g. Liquidated damages will not be assessed if the Contractor's delay or failure to timely perform its obligations was caused by factors beyond the reasonable control and without any material error or negligence of the Contractor, its employees, or Providers; and



- h. If a Contractor 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 the Contractor's culpability, as determined by CDCR/CCHCS, for the delay or failure to timely perform.

2) Manner of Collection

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

Any liquidated damages assessment may also be collected, at CDCR's/CCHCS's discretion, by offsetting the funds from payment(s) due the Contractor after the date of assessment, in the manner set forth in Provision 63.

3) Interest on Pending Liquidated Damages

- a. If it should later be determined in the disputes 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 (1st) month in which the assessment was offset or otherwise collected, revised quarterly for the period of time the assessment was retained by the State.
- b. The Contractor shall pay interest to the State on all liquidated damages assessments which are not either paid or offset against payment due the Contractor within thirty (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 the Contractor's continuing liability for one (1) particular 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.

- c. 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.
- d. If a reduction in the final amount of liquidated damages is finally determined, the interest shall be prorated unless impractical to do so.

Nothing in this provision shall be construed as relieving the Contractor from performing any other contract duty not listed herein, nor is CDCR's/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.

61. Nature of Relationship

Contractor shall be deemed at all times to be an independent contractor and wholly responsible for the manner in which it performs the services and work requested by CDCR/CCHCS under this Agreement. Neither Contractor nor its Network Providers shall have employee status with CDCR/CCHCS, nor be entitled to participate in any plans or arrangements by CDCR/CCHCS pertaining to or in connection with any retirement, health, or other benefits that CDCR/CCHCS may offer its employees. Contractor is liable for the acts and omissions of itself and its Network Providers. Contractor shall be responsible for all obligations and payments; whether imposed by federal, state or local law, including, but not limited to FICA, income tax withholding, workers' compensation insurance, unemployment compensation, insurance and other similar responsibilities related to Contractor's or Network Provider's performance of services or work. Nothing in this Agreement shall be construed as creating an employment or agency relationship between CDCR/CCHCS and Contractor, Network Providers, or any agent or employee of Contractor.

Any terms in this Agreement referring to direction from CDCR/CCHCS shall be construed as providing for direction as to policy and the result of Contractor's or Provider's work only, and not as to the means by which such a result is obtained. CDCR/CCHCS does not retain the right to control the means or the method by which Contractor or Provider performs work under this Agreement.

Nothing contained in this Agreement, or otherwise, shall create any contractual relationship or Third Party Beneficiary between the State and any Subcontractors



or Providers, and no contract 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 Providers and 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 and other Providers 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 or other Provider.

The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.

62. On-Site at the Institution Service Requirements

The following provisions apply to services provided on departmental and/or institution grounds:

a. Blood borne Pathogens

Contractor shall adhere to California Division of Occupational Safety and Health (CAL-OSHA) regulations and guidelines pertaining to blood borne pathogens.

b. Tuberculosis (TB) Testing

In the event that the services required under this Agreement will be performed within a CDCR institution/DJJ facility/parole office/community based program, prior to the performance of contracted duties, Contractor and Providers who are assigned to work with CDCR patient-inmates, parolees, and/or DJJ youth, on a regular basis shall be required to be examined or tested or medically evaluated for TB in an infectious or contagious stage, and at least once a year thereafter or more often as directed by CDCR/CCHCS. Regular basis is defined as having contact with patient-inmates, parolees, and/or DJJ youth in confined quarters more than once a week.

Contractor and Provider shall be required to furnish to CDCR/CCHCS, at no cost to CDCR/CCHCS, a form CDCR 7336, "Employee Tuberculin Skin Test (TST) and Evaluation," prior to assuming their contracted duties and annually thereafter, showing that Contractor and Provider have been examined and found free of TB in an infectious stage. The form CDCR 7336 will be provided by CDCR/CCHCS upon Contractor's request.



The Form CDCR 7336 is required to have completed thirty (30) days or less prior to be provided to CDCR/CCHCS as verification of the testing and evaluation.

All requirements set forth in this Provision 24 shall be entirely at Contractor's expense, and neither CDCR/CCHCS staff nor CDCR's/CCHCS's TB contractor staff shall perform or read the TB tests.

63. Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Inmates and Division of Juvenile Justice Youth

Individuals who are not employees of CDCR/CCHCS, but who are working in and around inmates who are incarcerated, or youth who are housed within CDCR institutions/DJJ facilities, or camps, are to apprise themselves of the laws, rules and regulations governing conduct in associating with inmates or youth. Prior to initial entry onto institution/facility grounds, Contractor will receive a summary of the pertinent rules and regulations regarding conduct when non-departmental employees come into contact with inmates or youth.

By signing this contract, Contractor agrees that if the provisions of the contract require Contractor or Network Provider to enter an institution/facility or camp, Contractor and Provider shall be made aware of and shall abide by the following laws, rules and regulations governing conduct in associating with inmates or youth.

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

SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Sections 3285 and 3415, and California Welfare and Institution Code (WIC) Section 1712.

- b. CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO HOSTAGE" policy and all inmates, youth, visitors, and employees shall be made aware of this.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304 and 4603; WIC Section 1712.

- c. All persons entering onto institution/facility or camp 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.

SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3177, and 3288, 4696, and 4697; WIC 1712.

- d. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Director, Warden, and/or Regional Parole Administrator.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176 (a) and 4696; WIC Section 1712.

- e. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR institutions/DJJ facilities 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: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173 and 3289; WIC Section 1001.7.

- f. Encouraging and/or assisting inmates or youth to escape is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/DJJ facilities or camp premises. It is illegal to give inmates or youth firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana. It is illegal to give youth sex oriented objects or devices, and written materials and pictures whose sale is prohibited to minors.

SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574; CCR, Title 15, Sections 4681 and 4710; WIC Sections 1001.5 and 1152.

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

SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424 and 3425 and 4045; WIC Section 1712.

- h. In an emergency situation, the visiting program and other program activities may be suspended.



SOURCE: PC Section 2601; CCR, Title 15, Section 3383, 4002.5 and 4696.

- i. For security reasons, visitors must not wear clothing that in any way resembles state-issued inmate or youth clothing (blue denim shirts, blue denim pants).

SOURCE: CCR, Title 15, Section 3174(b)(1) and 4696.

- j. Interviews with SPECIFIC INMATES are not permitted. Conspiring with an inmate to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action. Interviews with individual youth are permitted with written consent of each youth if 18 years of age or older, or with written consent of a parent, legal guardian, or committing court, if 17 years of age or younger.

SOURCE: CCR, Title 15, Sections 3261.5, 3315(a)(3)(X), and 3177 and 4700(a)(1).

64. Prison Rape Elimination Policy (Authority: DOM Chapter 5, Article 44)

CDCR/CCHCS is committed to providing a safe, humane, secure environment, 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 a zero tolerance for sexual misconduct in its institutions, community correctional facilities, conservation camps and for all offenders under its jurisdiction. All sexual misconduct is strictly prohibited.

As a Contractor with CDCR/CCHCS, you are expected to comply and to ensure Providers' compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

65. Provider's Compliance with Institutional Requirements

By entering into this contract, Contractor agrees to acknowledge and adhere to the Secretary's Digest of Laws related to Association with Prison Inmates, and other bylaws, rules, policies, and procedures that apply to CDCR's institutions/DJJ facilities, 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 and/or facility, all Providers shall acknowledge and agree to



adhere to these requirements. CDCR/CCHCS shall furnish Contractor with a copy of the Secretary's Digest of Laws related to Association with Prison Inmates upon request. CDCR's rules, policies, and procedures include the following requirements, with which Contractor and Providers shall comply:

- a. Required documents to be carried (e.g., license(s), CDCR identification badge, registry identification, if applicable);
- b. Inmate security policies and procedures (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 and Digest of Laws Relating to Association with Prison Inmate requirements;
- 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/procedures;
- j. Infection control;
- k. California Occupational Safety and Health Administration (CAL OSHA) regulations relating to Blood borne Pathogens;
- l. CDCR Tuberculosis (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; and



p. Use of Force.

Contractor and Provider shall comply with all requirements noted above.

Contractor and Providers may be required to attend an orientation class to review these requirements. If so, that requirement will be set forth elsewhere within this Agreement.

66. Gate Clearance

Contractor and Provider must be cleared prior to providing services. Contractor will be required to complete a Request for Gate Clearance for all Providers and other persons entering the facility a minimum of ten (10) state business days prior to commencement of service. The Request for Gate Clearance must 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 Contract Liaison or his/her designee. CDCR/CCHCS uses the Request for Gate Clearance to run a California Law Enforcement Telecommunications System (CLETS) check. The check will include Department of Motor Vehicles check, Wants and Warrants check, and Criminal History check.

Gate clearance may be denied for the following reasons: Individual's presence in the institution/facility 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 Network Provider, or decline Contractor or Network Provider from being allowed to provide services, at one or more CDCR institutions/DJJ facilities. A determination to deny access to one or more CDCR institutions/facilities under this Agreement may, at CDCR's/CCHCS' sole discretion, apply to other contracts under which Contractor or Network Provider provide services. CDCR/CCHCS may prepare and disseminate on a list the names of persons whose gate clearance has been denied, via a process to be determined in CDCR's/CCHCS's sole discretion. This list shall be a public record.

All persons entering the facilities must 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 the Contractor for time spent by Contractor or Network Provider clearing the institution's/facility's gate or for time traveling to or from the medical clinic or other location at the institution/facility where health care services are provided.

67. Credentialing Requirements

For services provided through on-site at an Institution, the Contractor and Provider shall comply with the following credentialing requirements:

- a) The Contractor and Provider 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 CVU.
- b) The Contractor is required to coordinate with CVU and to submit a completed Credential Verification Packet (CVP) and associated documentation for each Provider. In addition to the CVP the provider will also provide a copy of the providers National Practitioner Data Bank report (not older than 180 days, and a copy of the American Medical Association (AMA) or American Osteopathic Association (AOA) report (not older than 180 days).
- c) CVU will notify the Contractor once credential verification has been completed to arrange for an effective date for the Provider to render services at the Institution.
- d) Refer to the most current version of 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. This document is available at: http://www.cdcr.ca.gov/Divisions_Boards/Plata/Credential_Verification.html. It shall be the responsibility of the Contractor to review this document when services are requested to ensure that any changes in credentialing requirements are met.
- e) The Contractor shall monitor providers in the network who perform on-site services at the institution and ensure credentialing renewal packages are submitted timely for processing to the CCHCS Credentialing Verification Unit prior to the two (2) year CCHCS credentialing expiration period to ensure renewal prior to expiration.
- f) The Contractor shall monitor providers in the network who perform



telemedicine services and /or on-site services at the institution and ensure all provider certifications and licenses remain current and valid. Should any certifications or licenses become invalid the Contractor will notify the CVU within 24 hours.

- g) The Contractor shall monitor providers in the network who perform services at the institution and ensure all provider certifications and licenses remain current and valid. Should any certifications or licenses become invalid the Contractor will notify the CVU within 24 hours.
- h) The Contractor shall perform credentialing on all Telemedicine service providers and ensure all Telemedicine providers are credentialed in accordance with industry standard. It shall be the responsibility of the Contractor to ensure each Telemedicine service provider remains in good standing throughout the duration of contracted terms. The Contractor shall provide an attestation stating the telemedicine provider meets the Contractor credentialing standards.

For services provided at the DJJ Facilities, the Contractor and Provider must comply with the following credentialing requirements:

- a) The Contractor and/or Provider 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.
- b) The Contractor is required to coordinate credentialing with each Facility Correctional Health Services Administrator (CHSA) and to submit a completed CVP and associated documentation for each Provider.
- c) The Facility CMO or designee will notify the Contractor once credential verification has been completed to arrange an effective date for the Provider to render services at the Facility.



17. Exhibit E –Definitions

1. **Agreement** means Contract. A mutual understanding between the state and another entity, public or private about their rights and duties regarding the provision of goods or services. Agreement is used synonymously with Contract.
2. **Ambulance Service** means a ground or air transport service for CDCR patient-inmates/DJJ youth to be transferred for medical related treatment.
3. **Authorized Administrator** means the person who has been given full authority to grant prior authorization for the delivery of health care services rendered to CDCR patient-inmates/DJJ youth.
4. **BIS** refers to Business Information System which is the CDCR accounting system of record.
5. **California Code of Regulations (CCR), Title 15** means the regulations that authorize the Director of the California Department of Corrections and Rehabilitation to contract for the provision of CDCR inmate/DJJ youth health care.
6. **California Department of Corrections and Rehabilitation (CDCR)** means the State of California Department of Corrections and Rehabilitation, authorized by Penal Code, Section 5000 et seq., and the CCR, Title 15, to maintain the custody and care of California's institutionalized public offenders.
7. **California Confidentiality of Medical Information Act (CMIA)** means 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 Civil Code 56-56.16.
8. **California Correctional Health Care Services (CCHCS)** means the entity responsible for health care treatment, performance and decisions within CDCR's institutions for CDCR patient-inmates.
9. **California Division of Adult Institutions (DAI)** means the division responsible for the management and operation of 35 adult institutions, 39 conservation camps, and 13 Community Correctional Facilities.
10. **California Division of Juvenile Justice (DJJ)** formerly known as California Youth Authority (CYA) is a division within the California Department of Corrections and Rehabilitation that provides a range of training and treatment services for Youth.



11. **California Victim Compensation and Government Claims Board** means the State Board whose function is to resolve all claims for money or damages filed against State agencies under Government Code Section 900 et seq., before a lawsuit against a State agency can be pursued.
12. **Camp** means the type of sub-facility of an institution which is normally located in a rural area and which has no secured (fenced or walled) perimeter.
13. **CDCR Medical Standards of Care** means InterQual® Care Planning Criteria, published by McKesson Health Solutions, LLC, except to the extent they conflict with the Inmate Medical Services Policies and Procedures (IMSP&P), except to the extent the InterQual® criteria or the IMSP&Ps conflict with Articles 8 and 9, of Subchapter 4, of Chapter 1, of Division 3, of Title 15 of the California Code of Regulations to distinguish parameters of the delivery of health care services and treatments to the State of California CDCR patient-inmates/DJJ youth.
14. **CDCR#** means the identifying number assigned to adult inmates in the custody of CDCR.
15. **CEO** means Chief Executive Officer.
16. **CMD** means the internal Contract Medical Database utilized by the Healthcare Invoice, Data and Providers Services Branch for healthcare claims data.
17. **CME** means Chief Medical Executive.
18. **CMO** means Chief Medical Officer.
19. **Community Health Facility** means any facility, place or building which is organized, maintained and operated for the diagnosis, care, prevention and treatment of human illness, physical or mental, including convalescence and rehabilitation and including 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 Health and Safety Code, Division 2, Chapter 2, Article 1, Section 1250.
20. **Consultant** means a provider of services of an advisory nature, who provides a recommended course of action or personal expertise.
21. **Contract** Please see definition for Agreement.



22. **Contractor** means a party contracting with CDCR; the company listed on the STD.213 responsible for ensuring services are provided by its employees, subcontractors, etc. via a contractual arrangement. For the purposes of this Agreement, “Contractor” is used synonymously with “Vendor”.
23. **Correctional Treatment Center** means a health facility with a specified number of beds within a State prison, county jail, or DJJ facility designated to provide health care to that portion of the CDCR inmate/DJJ youth 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 (CCR, Title 22, Division 5, Chapter 12, Article 1, Section 79516).
24. **Counties** mean the 58 individual counties in California.
25. **Credentialing** means the process used to validate professional licensure, clinical experience, and preparation for specialty practice. Health care professionals must have credentialing process approved by a credentialing verification unit in order to be hired and before they are granted specific CDCR patient-inmate/DJJ youth care privileges.
26. **CSE** means Chief Support Executive.
27. **Day** means calendar day, unless otherwise specified.
28. **Designee** means a person who has been appointed to perform a duty or carry out a specific role.
29. **Discharge Summary** means a brief recapitulation of significant findings and events of the patient’s hospitalization, patient’s condition on discharge and the recommendations and arrangements for future care (CCR, Title 22, Division 5, Licensing and Certification of Health Facilities, Home Health Agencies, Clinics, and Referral Agencies, Chapter 1, Article 7, Section 70749).
30. **DHCS** means the California Department of Health Care Services.
31. **DON** means Director of Nursing.



32. **Emergency Care Services** means 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 patient-inmates/DJJ youth suffering from situational crisis or acute episodes of mental illness, in accordance with CCR, Title 15.
33. **Ex-Offender** means 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.
34. **Experimental or Investigational Treatment** means any treatment, therapy, procedure, drug or drug usage, facility or facility usage, equipment or equipment usage, device or device usage, or supplies which 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 which 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 themselves 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.
35. **Fiscal Year** means the accounting period from July 1 through June 30 of the following year.
36. **FCMO** means Facility Chief Medical Officer – DJJ.
37. **Health Care Review Subcommittee** means the appointed CDCR officials authorized to review and approve health care services which are excluded from the CDCR Medical Standards of Care Policy.
38. **Health Care Services** means medical care provided to CDCR patient-inmates/DJJ youth which includes medical, mental health and dental services.
39. **Health Care Service Provider** means entity providing medical services to CDCR patient-inmates/DJJ youth through the Contractor's Preferred Provider Network.
40. **HIDPSB** means Healthcare Invoice, Data and Provider Services Branch.
41. **HIPAA** means Health Insurance Portability and Accountability Act.; a US



law designed to provide privacy standards to protect patients' medical records and other health information provided to health plans, doctors, hospitals and other health care providers.

42. **HITECH ACT** means 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.
43. **Hospital** means 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.
44. **In Personam Jurisdiction** means a court has power over a particular defendant.
45. **Inmate** means a CDCR incarcerated public offender.
46. **Inmate Locator** means the web-based tool utilized for locating incarcerated persons within the CDCR.
47. **Institution** means a large facility or complex of sub facilities with a secure (fenced or walled) perimeter headed by a Warden.
48. **Institution/Facility Contract Liaison** means a CDCR employee responsible for pre-arranging medical contracting services and responsible for managing at the institution/facility the contractual scope of service/performance issues to assure continuity of care.
49. **May** means permitted.
50. **Medi-Cal** refers to the State of California's Medicaid health care program.
51. **Medi-Cal Parolee** means the CDCR incarcerated public offender paroled pursuant to Section 3350 of the Penal Code.
52. **Medically Necessary** means health care services that are determined by the attending physician to be reasonable and necessary to protect life, prevent significant illness or disability, or alleviate severe pain, and are supported by health outcome *data* as being effective medical care (CCR, Title 15, Division 3, Chapter 1, Subchapter 4, Article 8, Section 3350(b), Provision of Medical Care and Definitions).



53. **Network Provider** Please see definition for Provider.
54. **Non-Essential Services** means a non-emergency/scheduled admission for medical services when the CDCR patient-inmate's/DJJ youth's condition permits adequate time to schedule the necessary diagnostic workup and/or initiation of treatment, in accordance with CCR, Title 15.
55. **NPI** means National Provider identifier.
56. **OBIS** means the CDCR internal Offender Based Information System database. (see SOMS).
57. **Off-Site in the Community** means a general medical location, not at a CDCR institution, DJJ facility or CDCR satellite location, where contracted services are provided (e.g. Hospital, Telemedicine, Surgery Center, Office).
58. **On-Site at the Institution** means contracted services are performed at a CDCR institution, DJJ facility and/or a designated CDCR satellite location.
59. **Patient Day** means a day in which a CDCR patient-inmate/DJJ youth 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.
60. **Patient-Inmate** means a CDCR incarcerated public offender receiving health care services.
61. **Patient-Inmate Data** means 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.
62. **Penal Code Section 5023.5** grants CDCR/CCHCS the authority to pay un-contracted medical service invoices at Medicare Rates and cap the maximum Medicare rate allowed for contracting for those services.
63. **Penal Code Section 5054** means the section of law which grants the Secretary of CDCR the authority and responsibility for the custody and care of California's institutionalized public offenders.
64. **Physician** means an authorized practitioner of medicine, as one graduated from a college of medicine or osteopathy and licensed by the appropriate board.



65. **PID#** means Prisoner Identification number.
66. **Provider Network** means an organization responsible for maintaining and providing a network of medical providers to perform medical services for CDCR patient-inmates/DJJ youth.
67. **Prescription Drugs** means all drugs which, 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.
68. **Prescription Order** means the request by a physician for each separate drug or medication and each authorized refill of such request.
69. **Prior Authorization** means the required advance authorization granted by the CEO/CSE/CME or her or his designee.
70. **Provider** means a person with whom Contractor enters into an arrangement, whether expressed or implied, for the purpose of performing any service described in the Agreement between Contractor and CDCR. The term "Provider" may include, but is not limited to, a subcontractor, consultant, and employee.
71. **Remote Institutions** are defined as: PBSP, HDSP, CCC, CVSP, ISP, CEN, and CAL.
72. **Rural Institutions** are defined as: COR, SATF, MCSP, SCC, ASP, PVSP, SVSP, CTF, VSP, CCI and CCWF.
73. **Secretary** means the Secretary of CDCR.
74. **Shall** means mandatory.
75. **Should** means suggested or recommended.
76. **Skilled Nursing Care** means skilled supervision and management of a complicated or extensive plan of care for a CDCR patient-inmate/DJJ youth initiated and monitored by a physician in whom 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.
77. **SOMS** means the CDCR internal Strategic Offender Management



System. See OBIS.

78. **State** means the State of California.
79. **State Administrative Manual (SAM)** means the manual which provides the policies and procedures and the uniform guidance for governing the fiscal and business management affairs of the State of California.
80. **State Business Days** means Monday through Friday not counting State holidays.
81. **Subcontractor** means 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.
82. **Surgery Center** means an ambulatory out-patient medical treatment facility where medical surgery services are performed in the community.
83. **Telemedicine** means the use of medical information exchanged from one site to another via electronic communications for the health of the CDCR patient-inmate/DJJ youth and for the purpose of improving CDCR patient-inmate/DJJ youth care. Telemedicine includes consultative, diagnostic and treatment services.
84. **Tertiary Care** means specialized consultative care, usually on referral from primary or secondary medical care personnel, by specialist working in a center that has personnel and facilities for special investigation and treatment.
85. **Total Patient Days** means the total inpatient days from the day of admission to, but not including, the day of discharge.
86. **Transfer Order** means the written document, issued and signed by the CDCR patient-inmate's/DJJ youth's attending physician, which notes the medications, treatment, and diet orders for the CDCR institution/DJJ facility and provides instructions to the CDCR patient-inmate/DJJ youth in order to maintain continuity of care. A transfer order is prepared when a CDCR patient-inmate/DJJ youth is discharged from the hospital and is returning to a CDCR institution/facility.
87. **Transfer Summary** means the written document which precedes or accompanies a CDCR patient-inmate/DJJ youth upon a CDCR patient-inmate/DJJ youth'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 patient-inmate/DJJ youth's 1) diagnosis 2) hospital course 3) medications 4) treatments 5) dietary requirements 6) rehabilitation potential 7) known allergies and 8) treatment plan.

88. **Urban Institution** means an institution located in a metropolitan area that has a population of at least 50,000 people.
89. **Urgent Care** means 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.
90. **Utilization Management (UM)** means a strategy designed to ensure that health care expenditures are restricted to those that are needed and appropriate by reviewing CDCR patient-inmate/DJJ youth 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.
91. **Vendor** see definition for Contractor.
92. **Warden** means 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 inmate's program for the care, treatment, training, discipline, custody and employment of inmates.
93. **Youth** means youthful offenders detained in a DJJ facility.
94. **Youth#** means the identifying number assigned to Youths in the custody of CDCR's Division of Juvenile Justice.



18. Exhibit F –List of Participating Institutions

Institution	Institution
<p>Avenal State Prison(ASP) 1 Kings Way Avenal, CA 93204 (559) 386-0587; Fax (559) 386-7461</p>	<p>California State Prison–Corcoran(COR) 4001 King Avenue Corcoran, CA 93212-8309 (559) 992-8800 x7992; Fax (559) 992-6196</p>
<p>California Correctional Center(CCC) 711-045 Center Road Susanville, CA 96127 (530) 257-2181 x4167; Fax (530) 252-3073</p>	<p>California State Prison, Los Angeles County(LAC) 44750 60th Street West Lancaster, CA 93536-7620 (661) 729-2000 x7046; Fax: (661) 729-6909</p>
<p>California Health Care Facility (CHCF) 7707 South Austin Road Stockton, CA 95215 (New Facility-No Phone listing)</p>	<p>California State Prison–Sacramento (SAC) Prison Road Represa, CA 95671 (916) 985-8610; Fax (916) 294-3135</p>
<p>California Institution for Men(CIM) 14901 South Central Avenue Chino, CA 91710 (909) 597-1821; Fax (909) 606-7009</p>	<p>California State Prison – San Quentin(SQ) San Quentin, CA 94964 (415) 454-1460; Fax (415) 455-5091</p>
<p>California Institution for Women(CIW) 16756 Chino-Corona Road Corona, CA 92880 (909) 597-1771; Fax (909) 393-8061</p>	<p>California State Prison – Solano(SOL) 2100 Peabody Road Vacaville, CA 95696 (707) 451-0182 x 5718; Fax(707) 454-3202</p>
<p>California Medical Facility(CMF) 1600 California Drive Vacaville, CA 95696 (707) 448-6841; Fax(707) 453-7027</p>	<p>California Substance Abuse Treatment Facility and State Prison at Corcoran(SATF) 900 Quebec Avenue Corcoran, CA 93212 (559) 992-7100 x5434; Fax (559) 992-7104</p>
<p>California Correctional Institution(CCI) 24900 Highway 202 Tehachapi, CA 93561 (661) 822-4402; Fax (661) 823-5043</p>	<p>Calipatria State Prison(CAL) 7018 Blair Road Calipatria, CA 92233 (760) 348-7000; Fax (760) 348-7169</p>
<p>California Mens Colony(CMC) Highway 1 San Luis Obispo, CA 93409-8101 (805) 547-7900; Fax (805) 547-7513</p>	<p>Centinela State Prison(CEN) 2302 Brown Road Imperial, CA 92251 (760) 337-7900 x7080; Fax (760) 337-7665</p>



Institution	Institution
<p>California Rehabilitation Center(CRC) 5th Street & Western Norco, CA 92860 (951) 737-2683; Fax: (909) 736-1488</p>	<p>Central California Women's Facility(CCWF) 23370 Road 22 Chowchilla, CA 93610 (559) 665-5531 x7714; Fax (559) 665-8145</p>
<p>Chuckawalla Valley State Prison(CVSP) 19025 Wileys Well Road Blythe, CA 92225 (760) 922-5300 x5225; Fax (760) 922-9780</p>	<p>North Kern State Prison(NKSP) 2737 West Cecil Avenue Delano, CA 93215 (661) 721-2345; Fax (661) 721-2913</p>
<p>Correctional Training Facility(CTF) Highway 101N Soledad, CA 93960 (831) 678-3951; Fax: (831) 678-5907</p>	<p>Pleasant Valley State Prison(PVSP) 24863 West Jayne Avenue Coalinga, CA 93210 (559) 935-4900 x5433; Fax (559) 935-7081</p>
<p>Deuel Vocational Institution(DVI) 23500 Kasson Road Tracy, CA 95376 (209) 835-4141 x5420; Fax (209) 830-3808</p>	<p>Pelican Bay State Prison(PBSP) 5905 Lake Earl Drive Crescent City, CA 95531 (707) 465-1000; Fax(707) 465-9107</p>
<p>Folsom State Prison(FSP) 300 Prison Road Represa, CA 95671 (916) 985-2561 x4676; Fax (916) 351-3037</p>	<p>Richard J. Donovan Correctional Facility at Rock Mountain(RJD) 480 Alta Road San Diego, CA 92179 (619) 661-6500; Fax (619) 661-6253</p>
<p>High Desert State Prison(HDSP) 475-750 Rice Canyon Road Susanville, CA 96127 (530) 251-5100 x5456; Fax(530) 251-5063</p>	<p>Salinas Valley State Prison(SVSP) 31625 Highway 101 Soledad, CA 93960 (831) 678-5500; Fax (831) 678-5503</p>
<p>Ironwood State Prison(ISP) 19005 Wileys Well Road Blythe, CA 92225 (760) 921-3000; Fax (760) 921-4395</p>	<p>Sierra Conservation Center(SCC) 5100 O' Byrnes Ferry Road Jamestown, CA 95327 (209) 984-5291 x5536; Fax (209) 984-0151</p>
<p>Kern Valley State Prison (KVSP) 3000 West Cecil Avenue Delano, CA 93216-6000 (661) 721-6300 x 5933; Fax (661) 721-6377</p>	<p>Valley State Prison (VSP) 21633 Avenue 24 Chowchilla, CA 93610 (559) 665-6100 x 6526; Fax (559) 665-8947</p>



Institution	Institution
<p>Mule Creek State Prison(MCSP) 4001 Highway 104 Ione, CA 95640 (209) 274-4911; Fax (209) 274-4861</p>	<p>Wasco State Prison Reception Center(WSP) 701 Scofield Avenue Wasco, CA 93280 (661) 758-8400 x5975; Fax (661) 758-7088</p>
<p>California City Correctional Center (CAC) 22844 Virginia Boulevard California City, CA 93505 (760) 373-1764; Fax (760) 373-3529</p>	

DJJ Facilities

Facility
<p>Northern California Youth Correctional Center (NCYCC) (N.A. Chaderjian Youth Correctional Facility and O.H. Close Youth Correctional Facility; and Pine Grove Youth Conservation Camp) 7650 South Newcastle Road P.O. Box 213014 Stockton, CA 95215 (209) 944-6400</p>
<p>Ventura Youth Correctional Facility(VYCF) 3100 Wright Road Camarillo, CA 93010 (805) 485-7951</p>

19. Exhibit G –California State Institutions Map



Map of California's Correctional and Rehabilitation Institutions





20. Attachment A – Fee Per Claim Cost Summary

1. RFP # 13366 Proposed **Fixed Fee Per Claim** for all claims for the 5-year initial term of the contract—Administration of Claims, Provider Network and Prior Authorization: \$ _____

Please provide a breakdown of the fee per claim identified above:

- a. Administration of Claims—cost per claim \$ _____
- b. Provider Network Access—cost per claim \$ _____
- c. Prior Authorization System—cost per claim \$ _____

Total Implementation Costs \$ _____

- d. Implementation Costs Per Claim \$ _____

Provide a breakdown of the Total Implementation Cost separately.

The implementation costs will be paid separately based on agreed upon deliverables. However, for evaluation purposes, the implementation costs will be spread over 5 years and added to the cost per claim. Therefore, the vendor must use the same claim counts for calculating each category of costs per claim.¹

Total Cost Per Claim for Evaluation Purposes \$ _____

Note: Travel and any other expenses of the Contractor shall not be paid.

2. **Cost Per Claim for the Five-Year Extension²** \$ _____

¹For example, the claims that CCHCS processed in fiscal year 2012/13 were 885,688. Therefore, if the implementation costs totaled \$2,000,000, then the implementation costs per claim would be calculated as follows:

Evaluation Cost per Claim = \$2,000,000 divided by 5 years divided by 885,688.

² Bidder must agree that this cost will not increase by more than the Consumer Price Index for each of the 5 years



Provide the **Performance Guarantees** (the at-risk fees) you are proposing for the following based on Attachment B (Network provider pricing guarantees will be calculated separately based on Table D). The Fixed Fee per Claim in item 1 above will be reduced by this amount if the guarantees in Attachment B are not met:

3. Claims Administration

a. **Claim Turnaround Time** \$ _____

b. **Total Processing Accuracy** \$ _____

4. Provider Network

a. **Network Change Notification** \$ _____

b. **Individual Facility Network Access** \$ _____

5. Provider Network Implementation (If not fully implemented within 12 months) \$ _____

The proposed fee per claim shall remain valid for a minimum of one hundred eighty (180) days after Contract award.

Name of Firm:

Signature of Bidder's Authorized Representative

Date



21. Attachment B – Performance Guarantees

1. Claims Administration

Guarantee Name	Standard	Guarantee Definition / Measure	Calculation, Payment and Frequency	Report or Risk Sharing	Agree / Deviate / No	Explanation
Claim Turn-Around Time	98% of clean claims in 25 Calendar Days	The percentage of all claims processed within 25 calendar days. TAT is measured from the date a claim is received by the administrator (either via paper or electronic data interchanges) to the date it is processed for payment, denied, or pended for external information.	Quarterly/Annually	Amount of Fixed Fee per Claim at risk. This amount is entered as item 3a on Attachment A		
Total Processing Accuracy	98%	The percentage of audited claims processed accurately. Calculated as the total number of audited claims minus the number of claims with an error, divided by the total number of audited claims. Error definition includes any type of error (coding, procedural, system, payment, etc.), whether a payment or a non-payment error. Each type of error is counted as one full error, and no more than one error can be assigned to one claim for purposes of calculating accuracy rate. Calculated as the total audited "paid" dollars minus the absolute value of over- and under-payments, divided by total audited paid dollars.	Quarterly/Annually	Amount of Fixed Fee per Claim at risk. This amount is entered as item 3b on Attachment A		



Attachment B – Performance Guarantees

2. Provider Networks

Guarantee Name	Standard	Guarantee Definition / Measure	Calculation, Payment and Frequency	Report or Risk Sharing	Agree / Deviate / No	Explanation
Network Change Notification	Within 1 week	Notify client of significant network changes within one week (or as soon as reasonably possible). Vendor should regularly remind providers of their obligation to provide notice of withdrawal from network or practice closure.	Annually	Amount of Fixed Fee per Claim at risk. This amount is entered as item 4a on Attachment A		
Individual CDCR Institution or DJJ Facility Provider Network Access	97% or higher	Upon completed implementation of the provider network, contractor guarantees during the term of the contract to maintain a minimum level of 97% or higher for each individual CDCR institution or DJJ facility to access individual medical services outlined in the RFP.	Quarterly listing Month, Institution, Service type, Gap, and Percentage.	Amount of Fixed Fee per Claim at risk. This amount is entered as item 4b on Attachment A		
Provider Credentials / Board Certification	95% or more	On average for the year, the percentage of all physicians in the network who are board certified. No sanctioned providers (by State Board of Medical Examiners, HCFA, medical societies, etc.) in network. Credentialing performed in accordance with NCQA: Non-delegated performed by plan and, if delegated, plan performs rigorous oversight of delegated functions.	Annually	Report Only		
Provider Satisfaction	≥85 %	For the population subset that responds to a satisfaction survey, percentage who answer with response that indicates satisfaction (i.e., 8-10 on	Annually	Report Only		



Guarantee Name	Standard	Guarantee Definition / Measure	Calculation, Payment and Frequency	Report or Risk Sharing	Agree / Deviate / No	Explanation
		a scale of 1-10)				
Hospital Quality	CHART	By (target date), health plan will ensure that 80% of its contracted hospitals participate in CHART.	Annually	Report Only		
Provider Quality	Pay for Performance	Plans participate in and report on results of the Pay for Performance Initiative in CA	Annually	Report Only		
Provider Quality	HVI	Participate in the CA Health Care Value Initiative	Annually	Report Only		

Attachment B – Performance Guarantees

3. Network Implementation

Guarantee Name	Standard	Guarantee Definition / Measure	Calculation, Payment and Frequency	Report or Risk Sharing	Agree / Deviate / No	Explanation
Network Implementation	Within 12 month of the effective date of the contract	Network must be fully implemented within 12 month of the effective date of the contract	Annually	Amount of Fixed Fee per Claim at risk. This amount is entered as item 4b on Attachment A		



Attachment B – Performance Guarantees

4. Liquidated Damages

Liquidated Damages	Standard	Definition / Measure	Calculation, Payment and Frequency	Liquidated Damage Calculation	Agree / Deviate / No
Mobile Radiology Imaging – Cancellations	Three (3) clinic cancellations	If mobile imaging provider cancels a scheduled clinic without twenty-four (24) hour notice three (3) times in the same month, they will incur a cancellation fee payable to CCHCS. The contractor shall be responsible to enforce this provision with the selected mobile imaging vendor.	Monthly	The cancellation fee shall be the cost of one mobile service for 5 patients or youths scheduled to be performed for MRI or CT.	