

TEMPORARY/RELIEF HEALTH CARE AGREEMENT

User Instructions

A. Objective

The intent of Temporary/Relief Agreements for health care services is to fill behind civil service positions with short-term vacancies, such as when an Institution/Facility cannot fill a civil service position due to a hiring freeze, there is a shortage of civil service candidates on the eligibility list, or an employee is out on extended medical leave. In these instances, the use of Providers are needed to ensure compliance with mandated health care staffing levels, provisions of timely health care services, and or continuity of health care services to the patient/inmates or youthful offenders (Youths) housed at California Department of Corrections and Rehabilitation (CDCR) Adult Institutions (Institution) and Juvenile Facilities (Facility) located throughout California. Providers are defined as individuals who have entered into an arrangement, whether expressed or implied, for the purpose of performing services described in the Agreement between the Contractor and CDCR.

The purpose of the User Instructions is to standardize procedures for users of the Matrix. The Matrix is the document which lists the Contractors for Temporary/Relief Services by rank order. The rank order is determined during the bid award process with the **Rank 1 Contractor defined as the highest ranked Contractor offering services at the lowest rate**. The User Instructions also provide the Institution Contract Analyst (ICA) or designee with a detailed process for contacting or canvassing the Contractors on the Matrix. Canvassing the Matrix demonstrates fiscal accountability to the taxpayers of the state of California, and compliance with the requirements and policies of the state control agencies; specifically, the Department of General Services (DGS) and State Controller's Office (SCO), by ensuring Contractors that offer the lowest rates for services are contacted by the Institution/Facility first. Canvassing also documents the responsiveness of the Contractors to the Institution/Facility's CCHCS-MC-336 Request for Service (RFS) and ensures that Temporary/Relief Providers only provide services for short periods of time to fill a variety of Civil Service vacancies.

The Matrices for health care services are available online through the California Correctional Healthcare Services (CCHCS) website at: http://www.cdcr.ca.gov/Divisions_Boards/Plata/Medical_Contract_Bid_Matrices.html.

Updates are frequently made to the Matrices to change Contractor contact information. Therefore, it is recommended that each time temporary/relief services are needed, the ICA or designee access the Matrix on the website in lieu of printing and referring to hard copies. Failure to use the most up-to-date Matrix could result in the Institution/Facility's inability to contact a Contractor for services. This would cause the Contractor to be inadvertently documented as non-compliant with the provisions in the Agreement for timely response to an RFS.

B. Term of Services

The term of the Agreement(s) is provided on the STD 213. If the STD 213 indicates "Upon Approval", the start date is the date the Agreement was approved by the Department of General Services/Office of Legal Services (DGS/OLS), or under its delegated authority, the

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California Correctional Healthcare Services (CCHCS).

In the event of a discrepancy, the language in the Agreement will serve as the legal authority for contractual issues and will take precedence over the User Instructions and Matrices. The ICA or designee and Contractor is responsible for understanding all aspects of the Agreement including the Scope of Work (SOW), all terms and conditions, and any exhibits or attachments incorporated by the STD 213 Standard Agreement. The ICA or designee, and Contractor shall ensure the licensing requirements stated in the SOW are adhered to and that the Provider's credentials are verified prior to commencement of services. The Contractor shall also adhere to the Institution's/Facility's timeframes for response as indicated on the CCHCS-MC-336 Request for Service.

C. Transition of Providers

The transition period is defined as the time when the new Agreements are awarded and the Institutions/Facilities must discontinue using Contractors listed on the old Matrix and use Contractors on the new Matrix. During the transition period, Providers working at an Institution/Facility may be affected depending on the where their Contractor is ranked on the new Matrix. Specifically, Providers may be affected as follows:

1. If a Provider is working for a Contractor from an old or expiring Agreement listed on the prior Matrix, and their Contractor is Rank 1 on the new Matrix, there will be no requirement for the ICA or designee to canvass the Matrix to replace the Provider; however, the ICA or designee must document on a detailed log sheet that the new Matrix was reviewed for new ranking levels. The Institution/Facility may continue to use the Provider to perform services without interruption, but services must be provided in accordance with the terms of the new Agreement, to include the rates provided in Exhibit B-1 (Rate Sheet) starting from the date the Agreement is approved by DGS/OLS, or under its delegated authority, CCHCS. The procedures are detailed below in section D., Payment of Contractor(s).
2. If an Institution/Facility has a Provider working for a Contractor under an old or expiring Agreement, and the Contractor is awarded a new Agreement, the Provider may be replaced depending on where the Contractor ranked on the new Matrix and the ability of the Contractors ranked higher on the new Matrix to assign Providers to the Institutions/Facilities. In the event that all Contractors that ranked higher on the new Matrix are unable to provide services, the Provider may continue to work at the Institution/Facility, but payment for services shall be in accordance with the procedures detailed below in Section D., Payment of Contractor(s), and as stated in the Invitation for Bid (IFB) which resulted in the Contractor's Agreement.
3. If a Provider is working for a Contractor under an old or expiring Agreement listed on the prior Matrix, and the Contractor is not awarded a new Agreement, the Provider must be replaced immediately through a canvassing effort with a Provider working for a Contractor awarded a new Agreement on the new Matrix.
4. Under no circumstances shall the Institution/Facility authorize Providers to work past thirty (30) days from the date of the release of the new Matrix unless the Providers are placed as a result of a new canvassing effort. By the end of thirty (30) days, the ICA or designee

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must have completed the canvassing effort and replaced all Providers working under an old or expiring Agreement with Providers working for the highest ranked Contractors awarded a new Agreement listed on the new Matrix. All canvassing efforts must be documented in accordance with the procedures detailed below in Section E., Request for Service, or the Agreement SOW.

D. Payment of Contractor(s)

Contractors with Providers working during the transition period shall be reimbursed at rates established in the new Agreement starting from the date the Agreement was approved by DGS/OLS, or under its delegated authority, CCHCS. Any services rendered prior to that date shall be reimbursed at the rates set in the old Agreement.

If a Contractor is providing services from an old or expiring Agreement, but was not awarded a new Agreement, the Contractor shall be reimbursed for services worked by his/her Providers for a maximum of thirty (30) calendar days at the rates provided in the old or expired Agreement under the authority of the *Plata v. Brown* court order for as long as the court order exists. The thirty (30) calendar days starts the day the notification and/or Broadcast is sent out to notify the Institutions/Facilities of the new Matrix.

E. Request for Service

1. The ICA or designee shall contact the Contractor by telephone and follow up with a faxed copy of a CCHCS-MC-336 Request for Service (RFS) to the Contractor each time the Institution/Facility needs Temporary/Relief services. The RFS must include the following information:
 - a. Type of health care services needed
 - b. Duration of Services (anticipated length of assignment) – not to exceed ninety (90) days (defined for the purpose of these instructions as 90 consecutive days - days that follow one another without interruption)
 - c. Number of Providers required
 - d. Shift Assignments

The RFS should include a note that the information provided is only a good faith estimate based on the circumstances known to CDCR/CCHCS at the time of the request and is not a guarantee of business.

2. If the original RFS was for a duration that was less than ninety (90) days, and the Institution/Facility determines that temporary/relief services are still needed, then the RFS may be extended for a total time of up to ninety (90) days. Prior to extending the RFS, the Institution/Facility shall make every attempt to notify the Contractor of its intent to extend services no less than twenty-four (24) hours, (or other time specified in the SOW) before the time stated in the RFS ends. The Institution/Facility personnel (e.g. Chief Executive Officer) or designee shall document the request to extend the original RFS in writing, and the ICA or designee shall begin canvassing the Matrix immediately to ensure that Providers do not work for a period of time that exceeds ninety (90) days without the Institution/Facility conducting a new canvassing effort.
3. The Contractor shall only be reimbursed at the rate specified in the Agreement.

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4. As Institution/Facility needs may change, CDCR/CCHCS may cancel or change a request to the initial RFS assignment previously accepted by the Contractor, but must adhere to the provisions in the SOW for specific timeframes and cancellation of service requirements.
5. The Contractor shall respond to the Institution's/Facility's RFS within the established response time provided in the SOW. If the SOW allows, the Institution/Facility may extend the standard response time at the discretion of the designated state personnel (e.g. Chief Medical Officer) dependent upon the urgency of the RFS. Any change to the standard response time must be stated in the RFS and be consistently offered to all Contractors being canvassed. The time to respond begins immediately after the initial contact. The Institution/Facility may accept a response from a lower ranked Contractor offering higher rates only after the response time has lapsed and the higher ranked Contractor(s) offering lower rates have not responded. The process to change the response time due to an emergency is covered in Section H., Institution/Facility Emergencies.

F. Canvassing Process

The ICA or designee is the individual responsible for canvassing the Contractors listed on the Matrix for their specific Institution/Facility. Canvassing is the process of contacting the Contractor by telephone with a follow-up through a faxed RFS form. Whenever services are needed, but not longer than a period of ninety (90) days, the ICA or designee must canvass the Contractors for their Institution/Facility starting with the Contractor with the highest rank on the Matrix, defined as the Rank 1 Contractor offering the lowest rate for services.

When services are needed, the ICA or designee shall use the canvassing options detailed herein and/or in the SOW. The canvassing process is as follows:

1. Institutions/Facilities may contact multiple Contractors in order of the Matrix as long as canvassing begins with the highest ranked Contractors (e.g. Ranks 1-5). Rank 1 must be given first consideration for selection as long as the Contractor responds to the ICA or designee within the time provided in the SOW. If the first group of Contractors do not respond to the ICA or designee within the time provided in the SOW, or if none of the contacted Contractors are able to provide services, the next group of Contractors (e.g. Ranks 6-10) may be contacted. This process shall start over each time the Institution/Facility contacts the Contractors to request services. This process continues until the Institution/Facility has met its Temporary/Relief needs.
2. Institutions/Facilities may **not** bypass a Provider from a Contractor if the Provider meets the criteria set forth in the SOW and may **not** impose **additional selection** requirements (e.g. number of years of experience, certifications, training, licensing) on Providers beyond what is required in the SOW.

G. Re-canvassing Requirements

Whenever an Institution/Facility uses a Contractor that is ranked lower on the Matrix, due to the higher ranked Contractor's temporary shortage of Providers, and services are anticipated to exceed ninety (90) days, the ICA or designee must re-canvass the Matrix before the end of

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the ninety (90) days, starting with the highest ranked Contractor to ensure that the State is receiving the lowest possible rates.

Re-canvassing efforts must begin early enough to allow for orientation, gate clearance, credentialing (if applicable), and other required approvals to take place prior to the end of the initial ninety (90) day period.

Contractors cannot assume their services are required longer than the agreed upon ninety (90) day period specified in the RFS unless and until the Institution/Facility conducts and documents a re-canvassing effort to confirm that the Contractor remains the highest ranked Contractor able to meet the staffing needs of the Institution/Facility.

The Institution/Facility must notify the Contractor, in writing, that the ninety (90) day period has been extended and that the Contractor may continue to provide services for a specified period of time not to exceed an additional ninety (90) days.

For example:

1. If an Institution/Facility needs two Providers, and during the initial canvassing effort the Rank 1 Contractor provides the Institution/Facility with only one of the two requested Providers, the Rank 2 Contractor would be canvassed for the second Provider. If the Rank 2 Contractor is unable to provide any Providers, then the ICA or designee must contact the Rank 3 Contractor. If the Rank 3 Contractor provides the second Provider, then the canvassing effort is complete for ninety (90) days of service. If services are needed for more than ninety (90) days, the ICA or designee must re-canvass the Contractors on the Matrix starting with the Rank 1 Provider.
2. The ICA or designee must begin re-canvassing the Matrix prior to the end of the ninety (90) days of services to determine if the Rank 1 Contractor's ability to fulfill the Institution's/Facility's needs has changed. If circumstances have not changed, and it is determined that the Rank 1 Contractor is only able to provide the Institution/Facility with one Provider, then the ICA or designee must contact the Rank 2 Contractor. If the Rank 2 Contractor is able to fulfill the Institution's/Facility's needs with the second Provider, then the Rank 3 Contractor's service will expire at the time stated in the original CCHCS-MC-336 Request for Service.
3. In the instance the Rank 1 and Rank 2 Contractors are able to fulfill the needs of the Institution/Facility, the Institution/Facility is not required to notify the Rank 3 Contractor that services will not be extended past the term stated in the original RFS.

H. Institution/Facility Emergencies

In the event that an emergency arises at an Institution/Facility (e.g. a hunger strike, riot) CDCR/CCHCS reserves the right to suspend canvassing time frames stated in the Agreement for the duration of the emergency. An emergency canvassing suspension request, signed by an Institution's CEO or designee and/or a Facility's Chief Medical Officer (CMO), shall be submitted to the CCHCS Medical Contracts Deputy Director or designee for approval. Once approved, the emergency canvassing suspension shall be in effect until the end of the emergency situation at the Institution/Facility. The ICA or designee shall follow the Matrix rank

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order when contacting the Contractors in an emergency situation, however, the ICA or designee may indicate that a Contractor returning the first complete response to the CCHCS-MC-336 Request for Service will be given priority consideration, despite the Contractor's rank on the Matrix.

I. Canvassing Documentation Process

1. Canvassing efforts must be documented by the ICA or designee in a detailed log and include a copy of the faxed CCHCS-MC-336 Request for Service to prove successful transmission to the Contractor. These documents must be retained by the Institution/Facility and made available for periodic performance assessments conducted by CCHCS to ensure compliance with the canvassing procedures provided in the Agreement and/or the User Instructions. Specifically, the Institution/Facility shall:
 - a. Document and batch by the starting date of the canvassing effort.
 - b. Conduct a second canvassing effort if the entire Matrix is canvassed and not one Contractor responds to the canvassing effort or the canvassing effort did not fulfill the needs of the Institution/Facility. The canvassing effort must be documented and batched by starting date and noted as a second attempt.
 - c. Document three unsuccessful canvassing efforts before contacting the CCHCS Medical Contracts Coordination Team (CCT) for assistance.
2. If the ICA or designee determines during the canvassing effort that any of the Contractors are not responding to the CCHCS-MC-336 Request For Service (e.g. not returning the RFS telephone call, fax, or email within the timeframe designated in the Agreement), the ICA or designee must:
 - a. Document the occurrences. CCHCS will use the documentation provided by the Institution/Facility to determine if it needs to re-canvass the Contractors to justify the need for an emergency contract and/or exercise the right to terminate the Agreement with the Contractor.
 - b. Send to CCT documentation of the ICA or designee's three consecutive unsuccessful separate canvassing efforts as proof that the Contractor was unable to provide Providers on all three efforts, and the Institution/Facility is still in need of services. The documentation must be sent electronically to the CCT in order for the Institution/Facility to receive CCT's assistance in the fourth (4th) "emergency" canvassing effort.
 - c. Following the completion of the ICA or designee's canvassing effort, e-mail all documentation to:
cchcshealthcarecontractshelpdesk@cdcr.ca.gov, Attn: CCT

CCT shall use the documentation to determine if there are any Contractors able to provide services or if an emergency contract is needed in order to provide the Institution/Facility with services.

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J. Release of Provider

If a Contractor or Provider is released due to a failure to perform per the terms of the Agreement, the Institution and/or Facility shall refer to the Failure to Perform provision in Exhibit A, Scope of Work.

K. Commencement of Services

1. No services shall commence until the Contractor and/or Provider is notified of security clearance. Any services provided without approval may be deemed voluntary, and Contractor may not be paid for services rendered.
2. When services are needed, the Contractor must provide services at date(s) and time(s) mutually agreed upon by the Institution/Facility and Contractor. Failure to provide service on three or more occasions may result in the Institution's/Facility's right to contact Contractors ranked lower on the Matrix for the remaining term of the Agreement, or possible termination of the Agreement. This means that the ICA or designee will no longer be required to canvass Contractors that have failed to provide services on three or more occasions.
3. Assignments are not permanent. Requests for Providers include the Institution's/Facility's anticipated length of assignment, which cannot exceed ninety (90) days without a re-canvassing effort, with the exception of the Rank 1 Contractor. However, if the Rank 1 Contractor is providing services and services extend beyond ninety (90) days, any supporting document that is required in the SOW (e.g. RFS, business license, certificate of insurance) that has expired must be updated prior to the extension of services.