

ON-SITE DIALYSIS SERVICES AT SAN QUENTIN STATE PRISON

1. **Introduction/Services**

- A. Contractor and/or its subcontractors shall supply all the necessary dialysis equipment, supplies, and staff needed to provide Dialysis Services on-site for the California Department of Corrections and Rehabilitation (CDCR), **San Quentin State Prison (SQ)** located at 1 Main St., San Quentin, CA 94964 hereafter referred to as Institution, for patients referred for such services by the respective California Correctional Health Care Services' (CCHCS) Chief Executive Officer (CEO) of Clinical Services or Chief Medical Executive (CME) or designee. Contractor agrees to render contracted services on-site to any patient referred for treatment by the CEO, CME or designee. For the purpose of this Agreement, the designee should be a civil service employee. Contractor assumes full responsibility for the provision of these services.
- B. Subcontracting is allowed if consistent with the conditions set forth in Section 1.D., below. Contractor will be responsible for ensuring that any and all subcontractors meet all of the conditions set forth in this Agreement. Throughout this Agreement any references made to Contractor shall be interchangeable with the word subcontractor and apply fully to the subcontractor that has been assigned to fulfill that area of the Agreement.
- C. Contractor agrees that all expenses associated with travel to and from the Institution, lodging, and all training expenses, such as Continuing Dialysis Education for referred personnel, shall be at the expense of the Contractor or the Contractor's staff and these costs will not be reimbursed by CDCR. Any and all services performed outside the scope of this Agreement will be at the sole risk and expense of the Contractor.
- D. Contractor must have a minimum of two (2) years experience providing dialysis services. Contractor must currently be a dialysis clinic within the state of California and licensed by the California Department of Public Health (CDPH). Contractor must provide CCHCS with proof of the required experience by submitting two (2) letters of reference. The letters of reference must contain sufficient information (i.e., specific times and locations where the Contractor was observed while providing dialysis services) in order to verify contractor/subcontractor's experience. Subcontractors must also have a minimum of two (2) years experience providing dialysis services. Any and all subcontract(s) must comply with the requirements of the Business and Professions Code, including but not limited to, sections 650 and 2052. All proposed subcontracts shall be submitted to CCHCS for review and approval. No subcontractor shall perform any services for the Contractor pursuant to this Agreement without the express prior approval of CCHCS. CCHCS reserves the right to reject any subcontract and subcontractor not meeting the requirements of this section or where it appears that the subcontract restricts the ability of any physician, providing services to the Institution pursuant to the Agreement, from exercising independent medical judgment.

In the event that a Proposer does not have a CDPH licensed facility, the Proposer must have a current active license to provide dialysis services in at least one other state and must demonstrate the ability to obtain a CDPH license and meet all other scheduled contract requirements and dates.

- E. Contractor shall routinely provide dialysis services to three patients per treatment station per day and will have the capacity to provide dialysis patients for a fourth patient per treatment station per day at the request of CDCR/CCHCS (telephone, facsimile, etc.), scheduled in three (3) to four (4) hour increments, in the event that it is necessary to schedule a fourth patient per treatment station per day to provide dialysis services to all dialysis patients at SQ. CCHCS will notify the Contractor of new patients who will require dialysis services in writing at least twelve (12) hours before the patient's next scheduled dialysis appointment.

2. **Dialysis Services Requirements**

- A. Contractor shall acknowledge that there is one private room dialysis station for patients at SQ for patients with special security/confidentiality concerns. If there are no Hepatitis B positive patients, the private room will be terminally cleaned by the Institution and available for use by any patient and may be used for patients with special security/confidentiality concerns.
- B. The contractor is responsible for ensuring that all applicable laws and regulations, including California Code of Regulations (CCR) Title 22, pertaining to dialysis treatments of patients with any infectious diseases are fully adhered to in order to insure that all precautions and safeguards are taken. If the Institution has a Hepatitis B positive patient the Isolation Station may only be used for Hepatitis B patients. It will not be used for HBsAb positive patients or patients with special security/confidentiality concerns.
- C. The Contractor shall utilize SQ three (3) treatment stations. Treatment capacity may be expanded based on patient growth twenty-four (24) hour notice if a fourth shift will need to be activated.
- D. Each station shall have the capability of increasing capacity from three (3) patients per day to dialyzing four (4) patients per day within five (5) business days when the Contractor is given notice by CCHCS that a fourth shift is necessary.
- E. On a weekly basis, the contractor will be able to provide service for up to eighteen (18) dialysis patients on a routine basis (at least three shifts per day). However, CCHCS provides no guarantee as to the number of patients that the Contractor will treat or the number of treatments that the Contractor will administer.
- F. The Contractor shall provide all water testing and water culturing in accordance with Association of the Advancement of Medical Instrumentation (AAMI), section RD 52:2004 and Centers for Medicare & Medicaid Services (CMS) conditions for Coverage for End Stage Renal Disease (ESRD) facilities dated 4/15/2008 and will make daily and monthly reports of the water testing and water cultures findings immediately available to the Institution and the CCHCS Dialysis designee.

G. Services to be provided under this Agreement will include, but not be limited to, the following:

1. Contractor shall ensure all dialysis treatment services and proposed surgical procedures approved by the CEO, CME, or CCHCS designee 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.
2. Contractor shall immediately notify the CEO, CME or designee and the CCHCS designee when a patient is or needs to be admitted directly into a licensed inpatient setting and if other consultants are required. In the event a non-contracted consultant is essential to the care of a patient, the CEO, CME or his/her designee must provide prior approval.
3. Contractor agrees to provide all services contained in this Agreement on an as needed basis. The number of patients, number of days and hours per week may vary based on the Institution needs.
4. The Contractor will draw all dialysis and transplant labs and process appropriately for the lab including centrifuge, refrigeration, filling out requisitions and appropriate packaging and labeling to send to the lab. The Contractor will utilize the laboratory services specified by CCHCS.
5. Contractor acknowledges that CDCR/CCHCS is not obligated to provide or pay for health care services or treatment beyond those which are essential to prevent death, permanent, or severe disability. Dialysis patients may be treated more than three (3) times per week based on a medical need and approved by the CEO, CME or the CCHCS designee.

Essential Medical Services 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).

Nonessential Services means a non-emergency/pre-scheduled admission for medical services when the patient's condition permits adequate time to schedule the necessary diagnostic workup and/or initiation of treatment, in accordance with CCR, Title 15.

6. Contractor shall provide proper documentation of each dialysis treatment, examination and the attending physician's progress notes for each patient to be included in the patient's CDCR medical file.
7. Contractor shall schedule, develop an agenda, invite attendees, and take and disseminate meeting minutes and action items for a monthly Inter-disciplinary Treatment Team meeting which includes the contractor staff, CCHCS designee, Nephrologist and CME or designee.

8. The Contractor will provide the following routine reports to the CCHCS designee and CME:
 - a. Monthly patient outcomes per Kidney Disease Outcome Quality Initiative (KDOQI) guidelines with qualifiers if patient is not meeting the standard and plan of correction.
 - b. Current staff and patient schedules
 - c. Quarterly Continuous Quality Improvement (CQI) meeting minutes.
 - d. Quarterly updates of staff transcripts for mandatory trainings, and license and Cardiopulmonary Resuscitation (CPR) status.
 - e. Contractor Governing Body meeting minutes.
 - f. Notification of any policy and procedure changes.
 - g. Verbal report of all incidents or adverse occurrences in the dialysis unit, and further information if deemed appropriate.
 - h. Documentation needed for response to patient's grievances flow sheets etc.
 - i. Documentation of Plan of Correction with any staff performance issues, including in-service training and proof of corrective actions.
 - j. Monthly and Quarterly Equipment maintenance reports per contractor policy and procedures for preventative maintenance and equipment repairs.
 - k. Other information needed by the CME or CCHCS designee to maintain collaborative, continuous quality patient care and assure survey readiness and compliance with CMS Conditions for Coverage for ESRD Facilities 4/15/2008, KDOQI guidelines for outcomes, AAMI recommendations for water treatment, and Center for Disease Control recommendations "Recommendations for Preventing Transmission of Infections Among Chronic Hemodialysis Patients."

3. TRANSITIONAL PLAN (INITIAL EXECUTION AND PRE-EXPIRATION OF CONTRACT)

(A) The Contractor awarded the contract shall:

Install its own Reverse Osmosis (RO) water treatment system at SQ for an up to eight (8) week period beginning after February 1, 2014 and to be completed by March 31, 2014. The Contractor will be prepared to provide dialysis for three (3) chairs at SQ by April 1, 2014, and to work with CDCR/CCHCS to assure that designated patients requiring dialysis can receive dialysis services at SQ by April 1, 2014 unless CDCR/CCHCS determine otherwise.

After installation of the RO equipment at SQ, water quality testing and cultures will be needed for four (4) consecutive weeks and a California Department of Public Health (CDPH) survey, which occurs after the completion of the water quality testing and cultures, will be required. Water composition, quality testing/cultures of dialysate, Limulus Amebocyte Lysate (LAL), endotoxin and water cultures as regulated by CMS Conditions for Coverage (10/14/2008) and survey shall be completed on or before March 31, 2014. Logs and documentation shall be present to show staff understanding of policy and procedure, readiness to deliver safe quality patient care, and ability to pass CDPH inspection when all equipment is installed and prepared for CDPH initial survey for relicensing. In the event that it is impossible to install permanent RO equipment by March 15, 2014, the Contractor shall be prepared to commence

services on April 1, 2014 with portable RO equipment and the capability of dialyzing patients up to three (3) shifts per day as long as necessary to ensure that all CDCR dialysis patients housed at SQ are dialyzed on site.

(B) Final Year of Contract

(i) In the last year of the contract period, the Contractor shall work collectively and cooperatively with CCHCS and the newly awarded contractor to develop and implement a four- (4-) to five- (5-) month Transitional Plan that allows the newly awarded contractor to address staff orientation and any needed knowledge transfer activities. The Contractor will also allow the newly awarded contractor to install its own equipment or to arrange for the transfer of CCHCS' purchase of the Contractor's dialysis equipment including RO equipment in an orderly fashion that neither disrupts patient care during the transitional period, nor delays the newly awarded contractor from completely assuming dialysis services the first day after the transitional period ends. The CCHCS reserves the right to exercise the option to purchase installed dialysis equipment at fair market value. The Contractor will be advised of CCHCS' decision regarding purchasing installed dialysis equipment including the RO equipment no later than three (3) months prior to the termination date of this contract.

The Transition Plan shall be performed in its entirety no later than two weeks prior to the expiration date of this Agreement. The Transition Plan shall provide for the complete transition of dialysis equipment and services, to ensure an effective and efficient transitional process and the continuity of patient health care.

(ii) The Contractor shall:

- (A) If CCHCS does not exercise the option to purchase installed dialysis equipment at fair market value, allow the newly awarded contractor(s) to purchase the Contractor's existing RO equipment at fair market value or to allow the newly awarded contractor to install their own RO equipment at SQ for an up to eight (8) week period and to be completed no later than sixty (60) days.
- (B) If the newly awarded contractor installs its own RO equipment, the Contractor agrees to continue treating patients on portable RO machines while the newly awarded contractor installs permanent RO equipment.

5. Hours of Operation

Contractor agrees to provide services six (6) days per week (Monday through Saturday) between the hours of 6:00 a.m. to 12:00 midnight or when treatment is completed for the last patient of the day. Thanksgiving Day, Christmas and New Year's Day may require dialysis services to be administered on the Sunday prior to or following the holiday.

Contractor also agrees that there may be differing schedules. Contractor and CEO, CME or the CCHCS designee shall meet and arrange a mutually acceptable schedule. Contractor shall provide services within twenty-four (24) hours notification by CDCR/CCHCS of adjustment to regular treatment schedules.

6. Scheduling

At the time of scheduling, CCHCS shall provide the Contractor with the following information: 1) the number of patients requires services, 2) the required number of treatment(s) for each patient and 3) the days and hours per week when services can be scheduled. This is a good faith estimate based on the circumstances known to CCHCS at the time of the request. If the mutually agreed upon schedule needs to be changed then CCHCS shall make every attempt to notify the Contractor not less than twenty-four (24) hours before the requested change. The request shall be documented in writing by the Institution's CEO, CME or the CCHCS designee. Institution management, the CEO, CME or the CCHCS designee will work with the contractor to utilize treatment chairs in the most efficient way for cases where patients are hospitalized or out to court etc. The CCHCS designee will work with the Institution management to ensure optimum use of treatment chairs for maximum utilization and cost efficiency.

7. Requests for Services

- A. Contractor shall have available a contact person with twenty-four (24) hour telephone availability. **Telephone answering devices (e.g., message machines) are not acceptable.** The initial contact will be by telephone; however, CDCR shall follow-up with an electronic mail message. Contractor shall provide the CCHCS designee with an email address for this purpose. Contractor will contact the CEO, CME or the CCHCS designee within two (2) hours of the initial contact to confer on the Contractor's ability to provide the requested services.
- B. Contractor shall provide services at the Institution treatment site within the timeframes specified by the CEO, CME or the CCHCS designee. Contractor shall make every attempt to provide the same designated personnel each week during any given month to provide continuity of care.

8. Equipment Provided by Contractor

- A. Contractor shall supply all the necessary dialysis supplies, equipment and be responsible for the maintenance and repair of all equipment at Contractor's expense.
- B. In the event of an interruption of dialysis service due to Contractor's failure to provide services, all patients shall receive dialysis treatment within the CDCR program and the hours of operation may be extended to accommodate the treatments. If an alternative dialysis treatment site is required, all costs in excess of the Contractor's bid rates (Exhibit B-2), including, but not limited to custody costs, will be deducted from the Contractor's subsequent billings and the Contractor shall provide a new Exhibit B-2 Rate Sheet to reflect revised bid rates.
- C. Contractor shall acknowledge that reuse of dialyzers is prohibited including when patients are treated outside the Institution.
- D. Contractor shall provide backup dialysis machines and water treatment equipment for all sites. SQ shall have one (1) backup treatment chairs and backup reverse osmosis

treatment equipment capable of providing dialysis for up to three (3) patients/shift and up to nine (9) patients/day.

- E. Contractor shall give at least twenty-four (24) hours notice prior to bringing into the Institution any medical/surgical equipment that has not specifically been authorized by the Institution's Custody Services.
- F. CDCR shall provide space for the cleaning, maintenance and repair of the dialysis machines for on-site dialysis locations. All cleaning, maintenance and repair activities must meet the licensing and infection control requirements as described in CMS regulations "Conditions for Coverage for ESRD Facilities" effective April 15, 2008 which cite infection control according to "Recommendations for Preventing Transmission of Infections Among Chronic Hemodialysis Patients" developed by the Center for Disease Control RR05, April 27, 2001.
- G. Contractor shall provide and maintain personal computers, printers, scanners and Internet Service Provider connection to support efficient dialysis treatment and medical record keeping. In addition, at the Contractor's option, they may provide a dialysis specific electronic medical records system and laboratory interface with the understanding that all medical records related to dialysis services provided by the Contractor will be retained by CCHCS at the dialysis sites, and CCHCS reserves the right to exercise the option to purchase installed dialysis specific electronic medical records system and laboratory interface at fair market value.
- H. Contractor shall provide the following medications and dialysis supplies:

Reverse Osmosis (RO) Machines including TDS meter, all filters necessary to attain dialysis quality water per water quality analysis for the Institution	Face shields
Portable Back up Reverse Osmosis Machines	Masks
Dialysis Delivery Machines including the full complement of supplies and equipment necessary to perform dialysis including dialysis lines, transducers, blood pressure cuffs and stethoscopes	Tape
Full complement of all equipment, supplies, and parts necessary to repair and maintain Reverse Osmosis and Dialysis delivery machines and dialysis loop	Syringes and needles all types necessary for dialysis process, medicating patients and drawing lab samples
Backup Dialysis Delivery Machine (minimum 1), if needed	Band aids
Dialyzers	Sure seals
Conductivity meters	Disposable washcloths
Conductivity meter quality control solutions	Peroxide
Chlorimeters and testing supplies	Alcohol pads, alcohol Swab sticks
Biomedical technician tools required to repair and maintain dialysis delivery machines and RO	Povidone Iodine pads and Swab sticks

pH testing equipment or strips and quality control solutions if indicated	All solutions necessary to prep dialysis insertion sites per policy (Ex sept etc.)
Glucometer	Hibiclens if applicable
Chlorine/Chloramine and Chlorine residual test strips	Hand soap
Hemastix	Alcohol hand washing gel
Water hardness testing supplies	Water culture sample vials and equipment
Appropriate sterilant presence and residual testing strips	Heparin
Appropriate sterilant solutions for RO and Dialysis delivery systems and dialysis loop (e.g. bleach, renalin etc.)	Heparin replacement medications as applicable for medical and religious contraindications to Heparin usage
Vinegar	Lidocaine
Citric acid	Normal Saline
Citrasate dialysate if applicable	IV administration sets
Dialysate solutions	Suture removal sets
Bicarbonate solutions	Staple removal sets
If applicable Dialysate mixing equipment and Acid Concentrate mixing equipment and all supplies necessary to repair, maintain, and utilize this equipment	Garbage bags for clean and biohazardous waste
Salt pellets	Transducer protectors
Back up DI tanks	Stethoscopes
All filters required for maintenance and repair of RO, water room equipment and all dialysis delivery machines	Blood pressure cuffs both dialysis delivery machine cuffs and manual blood pressure cuffs
Gloves	Blood lines
Gauzes	Fistula needles all gauges ordered and buttonhole fistula needles and kits
Transparent dressings	Recirculators
Chux or dental towels	Transparent dressings
Fluid Impervious gowns	All office supplies except fax toner and copier toner cartridges
Fluid Impervious Gowns	Nasal Cannula

9. Contractor Staffing Requirements

- A. Contractor shall provide and ensure training for staff to be in compliance with all applicable laws and regulations. Contractor shall ensure that the appropriate staff will attend the monthly Inter-disciplinary Treatment meetings. Training will always be documented. The Contractor has the responsibility to maintain all policies and procedures consistent with Title 22 and CMS Conditions for Coverage for ESRD facilities licensing requirements. Staffing for SQ shall consist of no less than one (1) registered nurse and one (1) patient care technicians per no more than three (3) patients per shift. Licensed Clinical Social Worker and Registered Dieticians shall be at the treatment sites at a minimum consistent with CMS guidelines to interact with patients. Contractor staffing information at the treatment site shall be made available to the Dialysis Administrator/CCHCS designee on a daily basis. Contractor shall pay liquidated damages in the amount of \$1,000 for each day that Contractor does not meet the staffing requirements set forth in the Agreement.
- B. Patient health care is of paramount importance. Accuracy in communications is critical to ensure that timely, correct care is provided. Therefore, any Provider referred through this Agreement must be proficient in the English language and be able to communicate effectively with CDCR/CCHCS. All referred Providers and/or all of their employees must be able to speak, understand oral and written communication and write effectively, in the English language. Any Provider referred who fails to meet the minimum qualifications shall not be permitted to perform service. The Contractor or designee shall state in writing the reason(s) the referred Provider does not meet the minimum qualifications. After notification of failure to meet minimum qualifications has been provided, CDCR/CCHCS shall not pay the Contractor for any additional hours worked by the referred Provider identified as not meeting the minimum qualifications.
- C. Contractor shall obtain at least two (2) reference checks on each staff member and maintain records of verification. These records shall be available to the CCHCS designee upon request.

Such records shall include the following:

1. Name of person contacted and date;
 2. Name of previous facility/areas/units worked (including other CDCR Institutions);
 3. Length of employment;
 4. Released from other contractor or registry, date of release and reason for release; and
 5. Rehire status.
- D. Staffing shall reflect the patient needs in addition to what is required for safe licensed dialysis units. Staff shall include and be responsible for:
1. **Contract Dialysis Administrator/Manager/Clinical Coordinator:** Per CMS guidelines, provides full-time oversight of day to day issues in the dialysis unit such as staffing, care planning, and conducting Quality assessment and improvement meetings. Review lab data to assure patients are receiving optimum care; conduct dialysis Governing Body meetings at least yearly and as needed; monitor water and dialysate culturing and testing is done per CMS guidelines; address any problematic areas and collaborate with the CCHCS designee to assure communication between contractor and CDCR is most favorable; intermittently survey unit to assure staff are following contractor's policies and procedures; ensure all staff remains credentialed and receives appropriate continuing

education and yearly laboratory work; oversee the Bone Mineral Metabolism and Anemia Management programs; assure ten percent (10%) of charts are audited each month to ensure accurate, efficient, and CMS compliant documentation; assist CDCR in processing appeals for dialysis patients by supplying supporting evidence, lab work etc.; and assure required evaluations necessary to consider patients for renal transplantation are completed in a timely manner. Contract Dialysis Administrator/Clinical Coordinator must have at least twelve (12) months in nursing with an additional six (6) months experience in providing nursing care to patients on maintenance dialysis.

2. **Registered Nurse (with at least 6 months dialysis experience):** Shall be on-site at all times to provide direct supervision to licensed nurses or certified technicians when dialysis services are provided. All registered nurse positions including Facility Administrator, Charge Nurse and Floor Nurse will meet and perform according to CMS Conditions for Coverage Sec. 494.140.
 3. **Certified Hemodialysis Technicians:** Shall be responsible for providing the dialysis treatment according to Title 22 requirements. They must have qualifications and perform in accordance with CMS Conditions for Coverage dated 4/15/2008. The Certified Hemodialysis technicians must also be licensed in California and hold National Certification concurrently per Conditions of Coverage dated 4/15/2008. The Certified Hemodialysis technicians will work under the direct supervision of a dialysis trained Registered Nurse (RN) and CDCR's hired Board Certified Nephrologist (licensed physician) who oversees the on-site dialysis facility.
 4. **Licensed Clinical Social Worker (LCSW):** Shall provide weekly counseling with all dialysis patients. At a frequency that meets or exceeds CMS Medicare guidelines and patient needs are met, these contacts must include a plan of care, transplant screening, counseling and crisis intervention to facilitate optimal social and mental health for the dialysis patients. LCSW shall have qualifications and perform in accordance with CMS Conditions of Coverage dated 4/15/2008. The LCSW will also be responsible for assuring all patients preparing to parole have all information necessary to receive treatment in the area to which they are paroling. If no chronic facility has accepted the patient the LCSW will assure patient has all information necessary with him to report to the nearest county hospital for treatment. The LSCW will also coordinate completion of renal transplantation documents for appropriately selected dialysis candidates. The Licensed Clinical Social Worker must have two (2) years as a social worker, one (1) of which is in dialysis or transplantation program.
 5. **Registered Dietician:** Shall provide an initial dietary assessment, counseling and education of all new dialysis patients with follow-up assessments in accordance with CMS Conditions for Coverage for ESRD services dated 4/15/2008. Counsel all patients at a frequency that meets Medicare guidelines (preferably on a weekly basis). The Registered Dietician will have qualifications and perform in accordance with CMS Conditions for Coverage dated 4/15/2008. The Registered Dietician must have a minimum of one (1) year professional work experience in clinical nutrition as a registered dietician.
- E. The Contractor shall provide basic training to nurses and physicians on the medical care of the dialysis patient.

11. CDCR/CCHCS Responsibilities

A. The Institution shall provide the following:

1. Sufficient space suitable for administration of in-house dialysis treatment and lockable adjacent space for storage of equipment and supplies;
2. All laboratory testing and medications not specifically noted in Section 8.H of this Agreement;
3. Sharp's containers and hazardous waste removal;
4. Utilities including, but not limited to, electricity, heating and air conditioning, potable water that meets State water quality standards, and with a line pressure to the hemodialysis clinic(s) sufficient to support the dialysis process;
5. Copier, fax machine and fax line;
6. For six (6) days per week: All dietary, laundry, housekeeping, x-ray, laboratory, plant maintenance, pharmacy and other necessary support;
7. Access to a telephone with outside capability near the treatment area;
8. Annual fire drills;
9. Adequate security warranted by each situation; and
10. Disaster recovery testing (generator test) at least monthly.

B. A CCHCS designee shall provide day-to-day operational management and oversight of the dialysis program including quality of care for the patient's.

C. Nephrologist shall provide clinical care and medical evaluation for the patients and in conjunction with the CCHCS designee provide operational oversight for the dialysis program.

D. CDCR Supplied Items:

Glucometer, testing strips and quality control solutions (due to performing under our labs clinical license)	Ophthalmoscope
O2 Concentrators and maintenance, or piped medical oxygen	Otoscope
O2 cylinders, or piped medical oxygen	Refrigerators for staff lounge, medication and laboratory
IV pumps and maintenance	Centrifuge
Emergency cart	Scale with wheelchair platform

AED and maintenance	Shelving
Concentrate dolly	Biohazardous waste containers including step cans on treatment floor
Conference room chairs, table	Flash light
CPR backboard	Non biohazardous trash cans
Nurses station desk chairs	Recycle bins if applicable
Stools with casters	Shredder bins if applicable
Suction machine and maintenance	Storage space for equipment, machine repair, and Biohazardous waste
Locked cabinets and drawers	Toner for copier and fax machine
Lockers	All medications not listed in Contractor provided items
Appropriate office furniture	Lab sample tubes and packaging
Hoyer lift with slings and in-service for staff to use that particular brand of Hoyer lift	

12. ON-SITE LICENSING SERVICES

- A. The CCHCS designee shall be the single point of contact for California Department of Public Health (CDPH) licensing and oversight activities. Contractor shall provide all documentation necessary to prepare for and comply with CDPH licensing surveys.
- B. The CCHCS designee may inspect any and all aspects of the dialysis treatment program to ensure compliance with Federal and State rules and regulations.
- C. Contractor shall be present and participate in the CDPH dialysis licensing and license maintenance process including but not limited to completion of CDPH Form 215, in conjunction and with the approval of the CEO, CME or the CCHCS designee. To ensure that all requirements and corrective actions for licensing are met timely, Contractor must meet with the CEO, CME or the CCHCS designee to develop a workable timeline to address corrective actions.

In preparation for a licensing survey the contractor shall provide to the CCHCS designee the following:

- 1. All policies and procedures relating to dialysis services and to the provision of services within a correctional setting must be completed, approved by the CEO, CME or the CCHCS designee and available for the licensing review. The policies and procedures must meet the requirements set forth in Title 22 of the CCR specific to dialysis services and clinics and AAMI RD 52:2004 regulations and CMS Conditions for Coverage for ESRD facilities put into effect 4/15/2008.
- 2. Policies and procedures for medical records procedures must be completed by the Contractor and approved by the CEO, CME or the CCHCS designee every time the contractor updates policies and procedures.
- 3. A general emergency plan that must be developed and approved by the CEO, CME or the CCHCS designee.
- 4. Contractor shall provide licenses and certifications of all proposed staff to the CEO, CME or the CCHCS designee.
- 5. All Contractors' personnel shall be hired, participate in the Institution orientation procedure, be oriented to the dialysis policies and procedures and to the provision of services within a correctional setting and be available for the dialysis licensing review by the CDPH.
- 6. Institution management will ensure that all correctional staff assigned to the dialysis unit shall be trained and oriented to the policies and procedures of the dialysis unit.

13. LICENSES/PERMITS/CERTIFICATIONS/REGISTRATIONS

- A. Contractor shall comply with all Federal (CMS Conditions for Coverage for ESRD Facilities effective 4/15/2008), State and local requirements including Title 22 of the CCR's as applicable to dialysis services and clinics and that the unit and services continue to be licensed by the CDPH in order to perform these services.
- B. Contractor shall possess and maintain throughout the term of this Agreement a current and valid license to conduct the services required in connection with this Agreement in the State of California and shall obtain at Contractor's expense any and all necessary license(s), permit(s), certification(s) and registration(s) required by law for accomplishing any work required in connection with this Agreement.
- C. Contractor shall ensure that copies of current and valid licenses, registrations and certifications, for all staff assigned to a licensed CDCR health care facility are provided to the CCHCS designee and the Institution's Contract Liaison prior to providing services.
- D. Contractor is responsible for verifying through the appropriate licensing board that no adverse actions have been taken by the State licensing authorities against any personnel assigned to a licensed CDCR health care facility, and that all licenses/certification are active and void of misconduct at all times during the Agreement. CDCR/CCHCS may, at its discretion, verify the current status of personnel assigned.

14. ORIENTATION and TRAINING REQUIREMENTS

- A. Contractor agrees that prior to reporting to work at the Institution, all personnel shall attend an orientation class and any required training to become familiar with the operations of the Institution/Facility, its medical facilities, Title 15 of the California Code of Regulations, Director's Rules and Regulations, and any bylaws that may apply to the Institution/Facility. Orientation/training may include, but is not limited to, the following:
 - 1. Required documents to be carried (e.g., license(s), CDCR identification badge, registry identification, if applicable);
 - 2. Inmate security policies and procedures (no cell phones, pagers, or recording devices);
 - 3. Reporting for beginning/ending of shift assignment;
 - 4. Rules governing overtime;
 - 5. Uniform or dress code;
 - 6. Reporting of personal illness;
 - 7. Reporting of industrial illness or injury;
 - 8. Background investigations, fingerprinting and Digest of Laws Relating to Association with Prison Inmate requirements;
 - 9. Authorization to be on CDCR premises limited to scheduled work hours or orientation;
 - 10. Rules governing gate clearance requirements;
 - 11. Administrative and related service provided policies/procedures;
 - 12. Infection Control;

13. California Occupational Safety and Health Administration (CAL OSHA) regulations relating to Blood borne Pathogens;
 14. CDCR Tuberculosis (TB) Exposure Control Plan;
 15. 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;
 16. Sexual Harassment;
 17. Workplace violence; and
 18. Use of Force.
- B. Contractor shall make available to the Institution only those personnel who have completed the orientation and annual training.
- C. Contractor nursing staff must attend CCHCS' nurse orientation training, at Contractor's sole expense.

15. INSPECTIONS

Inspections shall be carried out by the CEO, CME or the CCHCS designee at various times during the Agreement term to check on the quality of work and determine acceptability of work performed before Agreement payment will be approved. Contractor shall provide documents, reports and information to the CCHCS designee to enable a thorough inspection of all aspects of the dialysis work. Contractor will maintain a collaborative relationship with CDCR to assure patients are receiving quality, consistent care and meeting KDOQI guidelines for quality care in Chronic Hemodialysis facilities.

15. FAILURE TO PERFORM

- A. CDCR/CCHCS shall routinely evaluate the work performance of the Contractor and/or Provider to determine if CDCR standards and departmental/Institutional/facility policies and procedures are being maintained. Any Contractor, and/or Provider who fails to perform or who is physically or mentally incapable of performing the required duties as required by this Agreement shall not be permitted to perform service. The Institution's CEO/CME or designee shall state in writing the reasons the Contractor and/or Provider, did not meet the required policies or standards and submit a copy to the Contractor and to the CCHCS Medical Contracts, Contracts Coordination Team. CDCR/CCHCS shall not pay Contractor or the Provider for any hours worked which are deemed unacceptable in accordance with the required duties contemplated by this Agreement.
- B. Failure to provide services on three (3) or more occasions may result in termination of Contractor's Agreement or the Institution/Facility not having to contact a Contractor prior to contacting the other Contractors for the duration of the Agreement term. CCHCS Headquarters Medical Contracts Branch Deputy Director, or designee, has the sole discretion in this decision.

16. DEPARTMENT OF CORRECTIONS AND REHABILITATION CONTACT INFORMATION

A. Should questions or problems arise during the term of this Agreement, the Contractor should contact the following offices:

1. **Billing/Payment Issues:**

California Correctional Health Care Services
Attention: Healthcare Invoice, Data and Contractor Services Branch
P.O. Box 588500
Elk Grove, CA 95758
Phone Number: (916) 691-0699
Fax Number: (916) 691-3940

2. **Scope of Work/Performance Issues:**

The Institution/Facility contract representative can be contacted Monday through Friday from 8:00 a.m. to 4:00 p.m. The Institution's/Facility's contract liaison or his/her designee shall pre-arrange all needed services to assure continuity of care and to minimize the disruption of CDCR's workload.

3. **General Agreement Issues:**

California Correctional Health Care Services
Attention: Medical Contracts
P. O. Box 588500
Elk Grove, CA 95758
Phone Number: (916) 691-0698
Fax Number: (916) 691-3948
CCHCSHealthcareContractsHelpDesk@cdcr.ca.gov