CALIFORNIA CORRECTIONAL
HEALTH CARE SERVICES

January 7, 2014

To: PROSPECTIVE BIDDER

RE: REQUEST FOR PROPOSAL (RFP) 13-00029, Addendum Number 3

The California Correctional Health Care Services (CCHCS) has added an additional service to the registry service listing (Exhibit A-1).

The revised registry service listing-Exhibit A-1 contained in the attached Addendum 3 constitutes an amendment to this RFP.

If you have any questions or need assistance from this office, please do not hesitate to contact Alex Gutierrez at Alex.Gutierrez@cdcr.ca.gov.

ADDENDUM #3

MEDICAL REGISTRY SERVICES NETWORK MANAGEMENT PROVIDER

I. Registry Services Specific to Medical Service Delivery

A. Registered Dietitian

Under the direction of the Institution's CEO/CME or designee, the Registered Dietitian shall provide services as permitted within the scope of practice for Registered Dietitian in accordance with Institution policies and procedures. Registered Dietitian duties include, but are not limited to the following:

a. Under the direction/supervision of the Institution's CEO/CME or designee, Provider shall assist and advise clinical personnel on special nutritional needs within the scope of practice for a Registered Dietitian in the State of California;
b. Plan dietary intervention and strategies; attend interdisciplinary team conferences; monitor and document nutritional needs and goals; may accept or transmit verbal or electronically transmitted orders from physicians consistent with an established protocol to implement medical nutrition therapy; orders medical laboratory tests related to medical nutrition therapy within established protocols; interpret prescription diets; plan regular and special therapeutic diets; establish menus and recipes for use by food production personnel; authorize substitution or modification of diets; plan and conduct training programs for facility staff, clients, patients and others; and adhere to food safety and infection control standards;
c. Conduct and complete within seventy-two (72) hours of physician's order, nutrition assessment by consulting with patients/youth, evaluating their nutritional needs, and provide nutritional counseling, as needed, when referred by a physician. Contractor acknowledges that patients/youth may include diabetics, renal, hypertensive, HIV positive, and acute/chronic illness;
d. Collect information on patients/youth nutritional history;
e. Participate in committees relating to nutrition, food service, bioethics, performance improvement/quality assurance and other issues;
f. Instruct institutional food service employees on the preparation and distribution of medical diets and provide dietary staff with alternative food product suggestions or allowed/acceptable food substitutions as needed;
g. Provide follow-up consultations with patients/youth as needed or as ordered by a physician;
h. Maintain professional working relationship between Food Services, Correctional Health Care Services staff; and custodial staff;
i. Comply with and practice universal safety precautions;
j. Maintain CDCR's security policy at all times;
k. Maintain a safe work environment at all times;
l. Monitor the clinic dietary service program in the Skilled Nursing Facility (SNF), Correctional Treatment Center (CTC), and/or Licensed Hospital to ensure compliance with the California Code of Regulations, Title 22, SNF/CTC Dietary Services requirements and ensure inpatient area dietary menus are current in accordance with regulations, policies and procedures;
m. Prepare written dietary service status reports each month, including assessments, follow-ups completed, and recommendations for dietary policies and procedures

Registered Dietitian Qualifications:

All Registered Dietitian assigned to CDCR must have the minimum experience outlined below:

1. Minimum of twelve (12) continuous months of experience within the last three (3) years performing services similar in scope to those defined herein, in a public or private institution. Internship does not count towards the required experience.

2. All Providers must have the required registration, licenses, permits, and/or certifications noted herein.

3. Patient/Youth health care is of paramount importance. Accuracy in communications is critical to ensure timely, correct care is provided. Therefore, any Providers providing services through this Agreement must be proficient in the English language and be able to communicate effectively with CDCR/CCHCS. All Providers must be able to speak, understand oral and written communication, and write effectively, in the English language. Any Provider who fails to meet the minimum qualifications shall not be permitted to perform service. The Institution's CEO/CME or designee shall state in writing the reason(s) the Provider does not meet minimum qualifications and submit to the Contractor and the CCHCS, Medical Contracts, Contracts Management Team. 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 Provider identified as not meeting the minimum qualifications.

License, Permits, and Certification Requirements:

Prior to providing services as outlined in this Agreement, Contractor shall:

1. Ensure that each Provider shall possess and maintain throughout the term of this Agreement, a current and valid registration issued by the Academy of Nutrition and Dietetics in order to perform services in the State of California.

2. Provide copies of any required registration(s), license(s), permit(s), and/or certification(s) for each Provider to the Institution's CEO/CME or designee to be kept on file at the Institution throughout the term of this Agreement. Contractor shall ensure that all required registrations, licenses, permits, certifications, and any other requirements outlined herein are current and in effect at all times during the term of this Agreement.

3. In the event the required registrations, licenses, permits, and/or certifications are to expire, Contractor shall provide current/renewed registration(s), license(s), permit(s) and/or certification(s) to CDCR/CCHCS not less than thirty (30) calendar days prior to their expiration. If, during the course of this Agreement, any of the registrations, licenses and/or requirements are found to be inactive or not in compliance, CDCR/CCHCS may withhold payment for services rendered during the expiration period and/or immediately terminate this Agreement.

4. Assume responsibility for verifying through the Academy of Nutrition and Dietetics that no current or unresolved adverse actions have been taken by the State licensing authorities against any Providers assigned to CDCR/CCHCS, and that all registrations are active and void of misconduct. CDCR/CCHCS may, at its discretion, verify the current status of Provider

assigned.

B. Optometry

Under the direction of the Institution's/Facility's CEO/CME or designee, Provider shall provide services as permitted within the scope of practice and in accordance with Institution/Facility policies and procedures. The duties of the Temporary/Relief Optometrist shall include, but are not limited to the following requirements

a. Providers shall ensure that all ordered optometry services will be scheduled consistent with the optometry need. Once scheduled, service shall be delivered at the time scheduled unless unavoidable circumstances occur.
b. Providers will provide examination, diagnosis, treatment, prescription information, and simple repairs only, in accordance with Business and Professions Code § 3041 et al.
c. Providers will refer, upon approval of the Institution's/Facility's CEO/CME or designee, patients/youth for consultation, diagnosis, treatment(s), and/or surgery to CDCR/CCHCS contract physicians and/or health care facilities. Medical/surgical emergencies where contract provider(s) are not immediately available are exempt.

d. Providers shall, at Contractor's expense, provide professional staff, allied and supportive paraoptometric personnel necessary to perform all of the Optometry services as defined by applicable statutes and regulations pertaining to Optometry services.
e. Provider shall, at Contractor's expense, provide and maintain the organizational and administrative capabilities to carry out the Contractor's duties and responsibilities under this Agreement and all applicable statutes and regulations pertaining to Optometry service.
f. Provider shall maintain continuity of all work performed from start to finish.
g. Provider shall provide optometry visual services and diagnoses and treatment for the following specific conditions: allergies, infectious diseases, and non-systematic inflammations of the conjunctiva, using diagnostic agents and topical products, e.g., miotics, lubricants, non-steroidal anti-allergy agents, non-steroidal anti-inflammatories, antibiotic agents, and hyperosmotics, in accordance with Chapter 7 of the Business and Professional Code and National Standards.
h. The Contractor shall make every effort to provide the same fully licensed optometrist on an ongoing basis for the term of the Agreement.

(1) Optometry services under this Agreement shall include, but not be limited to the following:

(a) Complete optometry/optometric evaluation/diagnostic assessment.

I. FULL EXAMINATION

1. **Preliminary Testing**
   a. Visual Acuity, History, Visual Field Services with appropriate diagnostic equipment
   b. Cover Test at 20' and 16'
   c. Near Point Convergence
   d. Rotations
   e. Pupils
   f. Tonometry (equipment and supplies provided by ***Institution).***

2. **Ophthalmoscopy (undilated)**

3. **Refraction**
   a. Retinoscopy
   b. Subjective
   c. Muscle Balance
   d. Near Point Add
   e. PD and Segment Height Measurement

II. PARTIAL EXAMINATION

1. Anterior Segment Exam
2. Glaucoma Evaluation, e.g., Tonometry and Ophthalmoscopy (perform monitoring of glaucoma patients)
3. Retinal Disease Evaluation

III. ADDITIONAL SERVICES INCLUDED WITH NO ADDITIONAL CHARGE:

1. RECHECK
   a. Verification of prescription
   b. If an error in the prescription is found, Provider's personnel will redo refraction

2. MECHANICAL ADJUSTMENTS & REPAIR (institution will supply replacement materials)

   a. Fittings
   b. Adjustment of frames
   c Simple frame repair (e.g., replacing lenses into frames, replace nose pad, etc.)

(b) Optometry examination and writing/issuance of prescription.

(c) Optometric treatment such as medication, face-to-face therapy, including ocular health examination of diabetic patients/youth (dilate Fundoscopy and recommendations for referral to retinal specialist when indicated).

(d) Development of an individual treatment plan and coordination of professional and para-professional services (includes frame selection, dispensing and fitting of corrective lenses and/or contact lenses when medically necessary and approved by the Institution's/Facility's CEO/CME or designee).

(e) Ongoing evaluation and prognostication.

(f) Provide ophthalmic referrals when professionally indicated.

(g) Emergency ocular services for trauma or systemic disease including coordination of treatment plan with staff physicians, but only during clinic hours.

(h) Follow-up services.

Optometry Qualifications

Optometrist assigned to CDCR must have the minimum experience outlined below:

1. Optometrist: Minimum of twelve (12) continuous months of experience within the last three (3) years performing services similar in scope to those defined herein, in a public or private institution. Internship does not count towards the required experience.

2. All Providers must have the required licenses, permits, and/or certifications noted herein.

3. Patient/youth health care is of paramount importance. Accuracy in communications is critical to ensure timely, correct care is provided. Therefore, any Providers providing services through this Agreement must be proficient in the English language and be able to communicate effectively with CDCR/CCHCS. All Providers must be able to speak, understand oral and written communication, and write effectively, in the English language. Any Providers who fail to meet the minimum qualifications shall not be permitted to perform service. The Institution's/Facility's CEO/CME or designee shall state in writing the reason(s) the Provider does not meet minimum qualifications and submit to the Contractor and the CCHCS, Medical Contracts, Contracts Coordination Team. 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 Provider identified as not meeting the minimum qualifications.

Licenses, Permits, and Certification Requirements:

Prior to providing services as outlined in this Agreement, Contractor shall:

1. Ensure that each Provider shall possess and maintain throughout the term of this Agreement, a current and valid license, issued by the State of California, Board of Optometry, in order to perform services in the State of California.

2. Provide copies of any required license(s), permits, and/or certification(s) for each Provider to the Institution's/Facility's CEO/CME or designee to be kept on file at the Institution/Facility throughout the term of this Agreement. Contractor shall ensure that all required licenses, permits, certifications, and any other requirements outlined herein are current and in effect at all times during the term of this Agreement.

3. In the event the required licenses, permits, and/or certifications are to expire, Contractor shall provide current/renewed license(s), permit(s) and/or certification(s) to CDCR/CCHCS not less than thirty (30) calendar days prior to their expiration. If, during the course of this Agreement, any of the licenses and/or requirements are found to be inactive or not in compliance, CDCR/CCHCS may withhold payment for services rendered during the expiration period and/or immediately terminate this Agreement.

4. Assume responsibility for verifying through the appropriate licensing boards that no current or unresolved adverse actions have been taken by the State licensing authorities against any Providers assigned to CDCR/CCHCS, and that all licenses are active and void of misconduct. CDCR/CCHCS may, at its discretion, verify the current status of Providers assigned.

C. Podiatry

Under the direction of the Institution's CEO/CME or designee, Provider shall provide services as permitted within the scope of practice for Podiatry services in accordance with Institution policies and procedures. The duties of the Podiatrist shall include, but are not limited to the following requirements:

a. Provide services for prevention and management related to diabetes complication of the foot;
b. Examine, diagnose, and treat minor foot ailments, including corns, bunions, ingrown toenails, and infections such as athlete's foot;
c. Treat patients for foot lesions;
d. Apply nonsurgical treatment to the muscles and tendons of the leg governing the functions to the foot;
e. Prescribe foot gear and mechanical appliances for the relief of conditions causing foot ailments*;
f. Give instructions in the proper care of feet;
g. Prepare reports and keep clinical records;
h. Maintain security of working areas and work materials; and
i. Follow completely and accurately all documentation procedures as required by the CDCR.

*Note: All prescribed goods will be purchased through the CDCR/CCHCS procurement process.

Podiatrist Qualifications:

All Podiatrist assigned to CDCR must have the minimum experience outlined below:

1. Podiatrist: Minimum of twelve (12) continuous months of post residency completion similar in scope to those defined herein, in a public or private institution.

2. All Providers must have the required licenses, permits, and/or certifications noted herein.

3. Patient/youth health care is of paramount importance. Accuracy in communications is critical to ensure timely, correct care is provided. Therefore, any licensed Provider providing services through this Agreement must be proficient in the English language and be able to communicate effectively with CDCR/CCHCS. All Providers must be able to speak, understand oral and written communication, and write effectively, in the English language. Any Providers who fail to meet the minimum qualifications shall not be permitted to perform service. The Institution's CEO/CME or designee shall state in writing the reason(s) the Provider does not meet minimum qualifications and submit to the Contractor and the CCHCS, Medical Contracts, Contracts Management Team, Credentials Verification Unit, and Utilization Management. 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 Provider identified as not meeting the minimum qualifications.

Licenses, Permits, and Certification Requirements:

Prior to providing services in this Agreement, Contractor shall:

1. Ensure that each Provider possess and maintain throughout the term of this Agreement, a current and valid license, issued by the Department of Consumer Affairs Board of Podiatric Medicine in order to perform services in the State of California.

2. Provide copies of any required license(s), permits, and/or certification(s) for each Provider to the Institution's CEO/CME or designee to be kept on file at the Institution throughout the term of this Agreement. Contractor shall ensure that all required licenses, permits, certifications, and any other requirements outlined herein are current and in effect at all times during the term of this Agreement.

3. In the event the required licenses, permits, and/or certifications are to expire, Contractor shall provide current/renewed license(s), permit(s) and/or certification(s) to CDCR/CCHCS not less than thirty (30) calendar days prior to their expiration. If, during the course of this Agreement, any of the licenses and/or requirements are found to be inactive or not in compliance, CDCR/CCHCS may withhold payment for services rendered during the expiration period and/or immediately terminate this Agreement.

4. Assume responsibility for verifying through the appropriate licensing boards that no current or unresolved adverse actions have been taken by the State licensing authorities against any Provider assigned to CDCR/CCHCS, and that all licenses are active and void of misconduct. CDCR/CCHCS may, at its discretion, verify the current status of Providers assigned.

5. Contractor and Provider must possess and maintain throughout the term of this Agreement, valid and unconditional licensure with no pending accusations from the licensing board in which they are licensed to practice and board certification in the area of medical specialty.

6. Ensure that each Provider is in compliance with 8 CCR 5199 standards for both current N95 and powered air purifying (PAPR) respirator medical clearance and annual general respiratory protection training which is to include a) reminding employees to request repeat PLHCP clearance if they develop 1) marked immunocompromise or pregnancy which might require greater respiratory protection than N95s provide or 2) a health condition which might limit N95 or PAPR use and completion of the annual 8 CCR 5199 Appendix G questionnaire.

D. Primary Care Physician

Under the direction of the Institution's/Facility's CEO/CME or designee, Provider shall provide services as permitted within the scope of practice for Primary Care Physician services in accordance with Institution/Facility policies and procedures.

A. Standards of Obligation

1. To assist CDCR/CCHCS in its exercise of its duty to provide and manage medical health care services, mental health care services, and dental services for the patients/youth of the State of California, Contractor shall provide high quality services, consistent with the terms and conditions under this Agreement and consistent with established and commonly accepted standards and principles of medical practice. Nothing in this Agreement shall supersede the common law rules for the interpretation of established and commonly accepted standards and principles of medical practice.

2. Providers shall adhere to the CDCR/CCHCS medical staff by-laws, rules, regulations, policies and procedures, and comply with universal infection control precautions.

B. Authorization

1. Authorization for Treatment

Contractors and/or Providers agree that, as required by law, excluding emergency and primary care services, prior authorization must be obtained in writing from the respective CDCR/CCHCS Institution's/facility's CEO/CME or designee, in accordance with CCHCS's Utilization Management Plan. Contractor shall complete and return all forms required by CDCR regarding treatment of patient/youth. Authorization must be documented in the patient's/youth's medical record in all cases of essential services before considering any non-emergency specialty treatment, or any consultations by specialty Physicians, Physician Assistants, and/or Nurse Practitioners or diagnostic procedures not specifically stated in a CDCR/CCHCS prior authorization form. Except for emergency and primary care, CDCR/CCHCS shall not render payment for services that do not have prior authorization, and CDCR/CCHCS determines were not medically necessary or were inappropriately delivered.

2. Authorization for Transportation/Transfers

Contractors and/or Providers agree that, as required by law, CDCR/CCHCS retains full authority to determine the manner in which a patient/youth is transported to the CDCR/CCHCS institutions/facilities or transferred to other health care facilities, after the course of treatment or therapy has been implemented or completed.

Contractors and/or Providers shall not transfer a patient/youth to any facility or Contractor without prior written authorization from the appropriate CDCR/CCHCS Institution's/facility's CEO/CME or designee.

3. Experimental and Investigational Drugs and Procedures

Contractors and/or Providers shall not perform on or administer to any patient/youth any experimental or investigational treatment, therapy, procedure or drug. Such treatment, unless it is otherwise permissible under law, is prohibited under Penal Code, Section 3502, and thus, must have prior authorization by the Institution's/Facility's CEO/CME or designee and CDCR's Office of Legal Affairs. Contractor agrees to perform or administer only those medical 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, subject to the limitations described in this Agreement.

4. Exclusions and Limitations

a. Contractors and/or Providers agree 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. Physicians provided by the Contractor may request individual case exceptions for excluded or limited health care service or treatment by seeking prior approval of the Institution/Facility's CEO/CME or designee.

b. Contractors and/or Providers agree 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 patient's/youth's current health and if not treated would result in morbidity and/or mortality. Contractor's Providers acknowledge that the appeal must be recognized as medically necessary.

c. The CDCR/CCHCS Medical Standards of Care shall be used as a reference when prior authorization is granted. In the event CDCR/CCHCS adopts another objective standard for Utilization Management (UM) review to screen patient/youth health care regarding prior authorization, inpatient admissions, and other types of UM review, CDCR/CCHCS institution shall notify the Contractor of the new standard no less than thirty (30) days before the new standard is implemented.

5. Required Notices

Any notice required hereunder shall be deemed to be sufficient if mailed to CDCR/CCHCS at the address below. If the mail is used to give any notice required in this Agreement, notice shall be deemed as given on the day after it is deposited in the United States mail with First Class postage prepaid and addressed to CDCR/CCHCS. Only actual written notice will suffice for the purpose of meeting any notice requirement in this Agreement.

Contractor's Address	California Department of Corrections and Rehabilitation/California Correctional Health Care Services For each institution/Facility, refer to Exhibit H
Refer to Contractor's address on STD.213	

In order to avoid unreasonable delay in the provision or the services delivered pursuant to this Agreement, Contractor and CDCR/CCHCS shall each designate a specific representative(s) for the purpose of communication between the parties. Such representative(s) may be changed upon written notice to the other party.

6. Clinical Reviews

At the request of the Institution/Facility's CEO/CME or designee, Contractor shall provide Provider(s) to perform clinical reviews to determine the quality of clinical care delivered. This includes clinical reviews of index cases (deaths, adverse outcomes etc.) for the purposes of determining clinical quality. As part of the clinical review process, Provider can also be required to participate in Professional Practice Committee activities and may be called as witnesses in Professional Practice activities. The process of clinical reviews may include the examination of written health records, discussion with Physicians, Physician Assistants, and/or Nurse Practitioners and CDCR/CCHCS supervisors and direct patient/youth examinations. The Contractor's Providers who perform clinical reviews are required to be skilled in the preparation of written clinical review documents.

7. CCHCS shall provide a copy of the CDCR/CCHCS's formulary to be kept on file by the Providers. Providers shall consult with CDCR physicians to assure that whenever possible only those medications which are on the CDCR's formulary are prescribed unless granted prior authorization is given by the Institution/Facility's CEO/CME or designee for deviation.

Primary Care Physician Qualifications

A. Providers assigned to CDCR must have the minimum experience outlined below:

1. Primary Care Physician Requirements

   Minimum of twelve (12) continuous months of experience within the last three (3) years performing services similar in scope to those defined herein, in a public or private institution.

2. Specialty Services

   In addition to the above requirements, staff who are requested to work in a specialized area such as emergency medicine, surgery, etc., shall also have at least two (2) years of experience within the last three (3) years providing patient care within that setting and possess any required certificates. Clinical competencies must be current and validated for the area in which staff will be assigned.

3. Obstetrics/Gynecology

   Staff provided by the Contractor to female institutions/facilities must also have at least one (1) year of experience within the last five (5) years rendering obstetric and gynecological nursing or patient care services in a health care setting in addition to the above qualifications. Clinical competencies must be current and validated for the area in which staff will be assigned.

B. All Providers must have the required licenses, permits, and/or certifications noted herein.

C. Patient /Youth health care is of paramount importance. Accuracy in communications is critical to ensure timely, correct care is provided. Therefore, any Providers providing services through this Agreement must be proficient in the English language and be able to communicate effectively with CDCR/CCHCS. All Providers must be able to speak, understand oral and written communication, and write effectively, in the English language. Any Providers who fail to meet the minimum qualifications shall not be permitted to perform service. The Institution's/Facility's CEO/CME or designee shall state in writing the reason(s) the Provider does not meet minimum qualifications and submit to the Contractor and the CCHCS, Medical Contracts, Contracts Coordination Team. 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 Provider identified as not meeting the minimum qualifications.

Licenses, Permits, and Certification Requirements

Prior to providing services as outlined in this Agreement, Contractor shall:

1. Primary Care Physician Requirements

   a. Ensure that each Provider is licensed to practice medicine in the State of California as defined in the Medical Practice Act, Chapter 5, commencing with Section 2000 of the Business and Professions Code, and possess a valid Physician license as issued by the Medical Board/Osteopathic Board of California. Provider must be a Medical Doctor or Doctor of Osteopathy (M.D./D.O), Board Certified, maintain Advanced Cardiovascular

Life Support (ACLS) certification, maintain current Drug Enforcement Administration (DEA) Certification and maintain active CCHCS credentialing status.

b. For services provided in California, have on staff physician(s) licensed to practice medicine in the State of California as defined in the Medical Practice Act, Chapter 5, commencing with Section 2000 of the Business and Professions Code, and possess a valid Physician license as issued by the Medical Board of California. Additionally, a Fictitious Name Permit (FNP) must be on file with the California Department of Consumer Affairs under the name of the Medical Corporation being used, as specified in the Medical Practice Act, Chapter 5, commencing with Section 2000 of the Business and Professions Code. Contractor must provide proof that they have an approved FNP on file with the Medical Board. A copy of the FNP must be submitted to CDCR prior to contract approval.

c. Provide copies of any required license(s), permits, and/or certification(s) for each Provider to the Institution/Facility's CEO/CME or designee to be kept on file at the Institution/Facility throughout the term of this Agreement. Contractor agrees that its medical and professional Providers licenses, certifications and/or registrations shall be valid at all times and verified by the California Medical Board/Osteopathic Board, as appropriate, and the National Practitioner Data Bank to ensure that no licensing, certification and/or registration restrictions exist.

d. In the event the required licenses, permits, and/or certifications are to expire, Contractor shall provide current/renewed license(s), permit(s) and/or certification(s) to CDCR/CCHCS not less than thirty (30) calendar days prior to their expiration. If, during the course of this Agreement, any of the licenses and/or requirements are found to be inactive or not in compliance, the Contractor will not be allowed to provide services and CDCR/CCHCS may withhold payment for services rendered during the expiration period and/or immediately terminate this Agreement.

e. Assume responsibility for verifying through the appropriate licensing boards that no current or unresolved adverse actions have been taken by the State licensing authorities against any Provider assigned to CDCR/CCHCS, and that all licenses are active and void of misconduct. CDCR/CCHCS may, at its discretion, verify the current status of assigned Providers.

2. Business and Profession Code 2072

Notwithstanding any other provision of law and subject to the provisions of the State Civil Service Act, any person who is licensed to practice medicine in any other state, who meets the requirements for application set forth in this chapter and who registers with and is approved by the Division of Licensing, may be appointed to the medical staff within a state institution and, under the supervision of a physician and surgeon licensed in this state, may engage in the practice of medicine on persons under the jurisdiction of any state institution. Qualified physicians and surgeons licensed in this state shall not be recruited pursuant to this section. No person appointed pursuant to this section shall be employed in any state institution for a period in excess of two years from the date the person was first employed, and the appointment shall not be extended beyond the two-year period. At the end of the two-year period, the physician shall have been issued a physician's and surgeon's certificate by the board in order to continue employment. Until the physician has obtained a physician's and surgeon's certificate from the board, he or she shall not engage in the practice of medicine in this state except to the extent expressly permitted herein.

E. Physician Assistant and Nurse Practitioner

Under the direction of the Institution's/Facility's CEO/CME or designee, Provider shall provide services as permitted within the scope of practice for Physician Assistant and Nurse Practitioner services in accordance with Institution/Facility policies and procedures.

A. Standards of Obligation

1. To assist CDCR/CCHCS in its exercise of its duty to provide and manage medical health care services, mental health care services, and dental services for the patients/youth of the State of California, Contractor shall provide high quality services, consistent with the terms and conditions under this Agreement and consistent with established and commonly accepted standards and principles of medical practice. Nothing in this Agreement shall supersede the common law rules for the interpretation of established and commonly accepted standards and principles of medical practice.

2. Providers shall adhere to the CDCR/CCHCS medical staff by-laws, rules, regulations, policies and procedures, and comply with universal infection control precautions.

B. Authorization

1. Authorization for Treatment

Contractors and/or Providers agree that, as required by law, excluding emergency and primary care services, prior authorization must be obtained in writing from the respective CDCR/CCHCS Institution's/facility's CEO/CME or designee, in accordance with CCHCS's Utilization Management Plan. Contractor shall complete and return all forms required by CDCR regarding treatment of patients/youth. Authorization must be documented in the patient's/youth's medical record in all cases of essential services before considering any non-emergency specialty treatment, or any consultations by specialty Physicians, Physician Assistants, and/or Nurse Practitioners or diagnostic procedures not specifically stated in a CDCR/CCHCS prior authorization form. Except for emergency and primary care, CDCR/CCHCS shall not render payment for services that do not have prior authorization, and CDCR/CCHCS determines were not medically necessary or were inappropriately delivered.

2. Authorization for Transportation/Transfers

Contractors and/or Providers agree that, as required by law, CDCR/CCHCS retains full authority to determine the manner in which a patient/youth is transported to the CDCR/CCHCS institutions/facilities or transferred to other health care facilities, after the course of treatment or therapy has been implemented or completed.

Contractors and/or Providers shall not transfer a patient/youth to any facility or Contractor without prior written authorization from the appropriate CDCR/CCHCS Institution's/facility's CEO/CME or designee.

3. Experimental and Investigational Drugs and Procedures

Contractors and/or Providers shall not perform on or administer to any patient/youth any experimental or investigational treatment, therapy, procedure or drug. Such treatment,

unless it is otherwise permissible under law, is prohibited under Penal Code, Section 3502, and thus must have prior authorization by the Institution's/Facility's CEO/CME or designee and CDCR's Office of Legal Affairs. Contractor agrees to perform or administer only those medical 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, subject to the limitations described in this Agreement.

4. Exclusions and Limitations

   a. Contractors and/or Providers agree 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. Physicians, Physician Assistants, and Nurse Practitioners, provided by the Contractor may request individual case exceptions for excluded or limited health care service or treatment by seeking prior approval of the Institution/Facility's CEO/CME or designee.

   b. Contractors and/or Providers agree 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 patient's/youth's current health and if not treated would result in morbidity and/or mortality. Contractor's Providers acknowledge that the appeal must be recognized as medically necessary.

   c. The CDCR/CCHCS Medical Standards of Care shall be used as a reference when prior authorization is granted. In the event CDCR/CCHCS adopts another objective standard for Utilization Management (UM) review to screen patient/youth health care regarding prior authorization, inpatient admissions, and other types of UM review, CDCR/CCHCS institution shall notify the Contractor of the new standard no less than thirty (30) days before the new standard is implemented.

5. Required Notices

   Any notice required hereunder shall be deemed to be sufficient if mailed to CDCR/CCHCS at the address below. If the mail is used to give any notice required in this Agreement, notice shall be deemed as given on the day after it is deposited in the United States mail with First Class postage prepaid and addressed to CDCR/CCHCS. Only actual written notice will suffice for the purpose of meeting any notice requirement in this Agreement.

Contractor's Address	California Department of Corrections and Rehabilitation/California Correctional Health Care Services For each institution/Facility, refer to Exhibit H
Refer to Contractor's address on STD.213	

   In order to avoid unreasonable delay in the provision or the services delivered pursuant to this Agreement, Contractor and CDCR/CCHCS shall each designate a specific representative(s) for the purpose of communication between the parties. Such representative(s) may be changed upon written notice to the other party.

6. Clinical Reviews

   At the request of the Institution/Facility's CEO/CME or designee, Contractor shall provide

Provider(s) to perform clinical reviews to determine the quality of clinical care delivered. This includes clinical reviews of index cases (deaths, adverse outcomes etc.) for the purposes of determining clinical quality. As part of the clinical review process, Provider can also be required to participate in Professional Practice Committee activities and may be called as witnesses in Professional Practice activities. The process of clinical reviews may include the examination of written health records, discussion with Physicians, Physician Assistants, and/or Nurse Practitioners and CDCR/CCHCS supervisors and direct patient/youth examinations. The Contractor's Providers who perform clinical reviews are required to be skilled in the preparation of written clinical review documents.

7. CCHCS shall provide a copy of the CDCR/CCHCS's formulary to be kept on file by the Providers. Providers shall consult with CDCR physicians to assure that whenever possible only those medications which are on the CDCR's formulary are prescribed unless granted prior authorization is given by the Institution/Facility's CEO/CME or designee for deviation.

Physician Assistant and Nurse Practitioner Qualifications

A. Providers assigned to CDCR must have the minimum experience outlined below:

1. Physician Assistant Requirements

   Minimum of two (2) years in family Medicine/Family Practice (adult) as a Physician Assistant and within the last three (3) years rendering direct patient care in a public or private Institution/facility. Clinical competencies must be current and validated for the area in which staff will be assigned.

2. Nurse Practitioner Requirements

   Minimum of two (2) years of experience in primary care (adult) as a Nurse Practitioner and within the last three (3) years rendering direct patient care in public or private Institution/facility. Clinical competencies must be current and validated for the area in which staff will be assigned.

3. Specialty Services

   In addition to the above requirements, staff who are requested to work in a specialized area such as emergency medicine, surgery, etc., shall also have at least two (2) years of experience within the last three (3) years providing patient care within that setting and possess any required certificates. Clinical competencies must be current and validated for the area in which staff will be assigned.

4. Obstetrics/Gynecology

   Staff provided by the Contractor to female institutions/facilities must also have at least one (1) year of experience within the last five (5) years rendering obstetric and gynecological nursing or patient care services in a health care setting in addition to the above qualifications. Clinical competencies must be current and validated for the area in which staff will be assigned.

B. All Providers must have the required licenses, permits, and/or certifications noted herein.

C. Patient/Youth health care is of paramount importance. Accuracy in communications is critical to ensure timely, correct care is provided. Therefore, any Providers providing services through this Agreement must be proficient in the English language and be able to communicate effectively with CDCR/CCHCS. All Providers must be able to speak, understand oral and written communication, and write effectively, in the English language. Any Providers who fail to meet the minimum qualifications shall not be permitted to perform service. The Institution's/Facility's CEO/CME or designee shall state in writing the reason(s) the Provider does not meet minimum qualifications and submit to the Contractor and the CCHCS, Medical Contracts, Contracts Coordination Team. 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 Provider identified as not meeting the minimum qualifications.

Licenses, Permits, and Certification Requirements

Prior to providing services as outlined in this Agreement, Contractor shall:

1. Physician Assistant/Nurse Practitioner Requirements

   a. Ensure that each Provider shall possess and maintain throughout the term of this Agreement, a current and valid license, issued by the appropriate licensing board, in order to perform services in the State of California.

   b. Provide copies of any required license(s), permit(s), and/or certification(s) for each Provider to the Institution's/Facility's CEO/CME or designee to be kept on file at the Institution/Facility throughout the term of this Agreement. Contractor shall ensure that all required licenses, permits, certifications, and any other requirements outlined herein are current and in effect at all times during the term of this Agreement.

   c. In the event the required licenses, permits, and/or certifications are to expire, Contractor shall provide current/renewed license(s), permit(s) and/or certification(s) to CDCR/CCHCS not less than thirty (30) calendar days prior to their expiration. If, during the course of this Agreement, any of the licenses and/or requirements are found to be inactive or not in compliance, CDCR/CCHCS may withhold payment for services rendered during the expiration period and/or immediately terminate this Agreement.

   d. Assume responsibility for verifying through the appropriate licensing boards that no current or unresolved adverse actions have been taken by the State licensing authorities against any Providers assigned to CDCR/CCHCS, and that all licenses are active and void of misconduct. CDCR/CCHCS may, at its discretion, verify the current status of Providers assigned.

2. Business and Profession Code 2072

   Notwithstanding any other provision of law and subject to the provisions of the State Civil Service Act, any person who is licensed to practice medicine in any other state, who meets the requirements for application set forth in this chapter and who registers with and is approved by the Division of Licensing, may be appointed to the medical staff within a state institution and, under the supervision of a physician and surgeon licensed in this state, may engage in the practice of medicine on persons under the jurisdiction of any state institution. Qualified physicians and surgeons licensed in this state shall not be recruited pursuant to this section.

No person appointed pursuant to this section shall be employed in any state institution for a period in excess of two years from the date the person was first employed, and the appointment shall not be extended beyond the two-year period. At the end of the two-year period, the physician shall have been issued a physician's and surgeon's certificate by the board in order to continue employment. Until the physician has obtained a physician's and surgeon's certificate from the board, he or she shall not engage in the practice of medicine in this state except to the extent expressly permitted herein.

F. Occupational Therapy

Under the direction of the Institution's Chief Executive Officer/Chief Medical Executive (CEO/CME) or designee, Occupational Therapist shall provide services as permitted within the scope of practice for Occupational Therapy in accordance with Institution policies and procedures. The duties of the Temporary/Relief Provider shall include, but are not limited to the following requirements:

a. Provider shall perform care consistent with the scope of licensure and in accordance with the CDCR institution policies and procedures. Provide Occupational Therapy services to patients/youth upon provider referral and order.
b. Under the supervision of the Institution's CEO/CME or designee the Provider assigned to the Institution is responsible for developing and implementing specialized Occupational Therapy services for patients/youth. Such therapeutic interventions are designed to promote actions that maximize independence, prevent or minimize disability, and maintain health;
c. Encompass occupational therapy assessment, treatment, education of, and consultation with, patients/youths who have been referred for Occupational Therapy services subsequent to diagnosis of disease or disorder;
d. Develop individual treatment plans focusing on improving or restoring functional daily living skills, compensating for and preventing dysfunction or minimizing disability. Treatment may involve modification of tasks or environments, teaching activities of daily living, designing or fabricating selective temporary orthotic devices, and applying or training in the use of assistive technology or orthotic and prosthetic devices to allow an individual to achieve maximum independence;
e. Identify performance abilities and limitations that are necessary for self-maintenance and provide appropriate therapeutic intervention promoting recovery and wellness;
f. Reassessment of patient/youth when significant change in level of function occurs;
g. Consult with clinical and custody staff;
h. Plan treatment goals in conjunction with the treating physician to maximize independence and function;
i. Provide appropriate documentation in the electronic Unit Health Record. Documentation shall include, but is not limited to; initial evaluation, treatment plan, progress notes, reports to the physician, and discharge notes;
j. Maintain confidentiality of documentation;
k. Participate in Interdisciplinary Treatment Team meetings or staff meetings as requested;
l. Provide training to non-clinical staff in the special needs of mentally, physically and developmentally disabled patients/youth;
m. Maintain knowledge of theory and practice of mental and physical rehabilitation of mentally, physically and developmentally disabled patients/youth; and

n. Maintain CDCR's security policy and a safe, secure physical environment conducive to patient/youth treatment in accordance with CDCR/CCHCS regulations, electrical/fire codes and established institution standards.

Occupational Therapist Qualifications:

Occupational Therapists assigned to CDCR must have the minimum experience outlined below:

1. All Providers must have the required licenses, permits, and/or certifications noted herein.

2. Patient/Youth health care is of paramount importance. Accuracy in communications is critical to ensure timely, correct care is provided. Therefore, any Providers providing services through this Agreement must be proficient in the English language and be able to communicate effectively with CDCR/CCHCS. All Providers must be able to speak, understand oral and written communication, and write effectively, in the English language. Any Providers who fail to meet the minimum qualifications shall not be permitted to perform service. The Institution's CEO/CME or designee shall state in writing the reason(s) the Provider does not meet minimum qualifications and submit to the Contractor and the CCHCS, Medical Contracts, Contracts Management Team. 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 Provider identified as not meeting the minimum qualifications.

Licenses, Permits, and Certification Requirements

Prior to providing services as outlined in this Agreement, Contractor shall:

1. Ensure that each Provider shall possess and maintain throughout the term of this Agreement, a current and valid certificate as an Occupational Therapist from the National Board for Certification in Occupational Therapy and maintain a current State of California Occupational Therapist license with the Department of Consumer Affairs in order to perform services in the State of California.

2. Provide copies of any required license(s), permits, and/or certification(s) for each Provider to the Institution's CEO/CME or designee to be kept on file at the Institution throughout the term of this Agreement. Contractor shall ensure that all required licenses, permits, certifications, and any other requirements outlined herein are current and in effect at all times during the term of this Agreement.

3. In the event the required licenses, permits, and/or certifications are to expire, Contractor shall provide current/renewed license(s), permit(s) and/or certification(s) to CDCR/CCHCS not less than thirty (30) calendar days prior to their expiration. If, during the course of this Agreement, any of the licenses and/or requirements are found to be inactive or not in compliance, CDCR/CCHCS may withhold payment for services rendered during the expiration period and/or immediately terminate this Agreement.

4. Assume responsibility for verifying through the appropriate licensing boards that no current or unresolved adverse actions have been taken by the State licensing authorities against any Providers assigned to CDCR/CCHCS, and that all licenses are active and void of misconduct. CDCR/CCHCS may, at its discretion, verify the current status of Providers assigned.

5. Ensure that each Provider is in compliance with 8 CCR 5199 standards for both current N95 and powered air purifying (PAPR) respirator medical clearance and annual general respiratory protection training which is to include a) reminding employees to request repeat PLHCP clearance if they develop 1) marked immunocompromise or pregnancy which might require greater respiratory protection than N95s provide or 2) a health condition which might limit N95

or PAPR use and completion of the annual 8 CCR 5199 Appendix G questionnaire.

G. Physical Therapy

Under the direction of the Institution's CEO/CME or designee, Provider's duties/responsibilities shall include, but are not limited to:

a. Perform care consistent with the scope of licensure and in accordance with the CDCR institution policies and procedures and consistent with generally accepted evidence based Physical Therapy practices. Care provided must be sufficiently complex and consistent with the unique skills of a physical therapist.
b. Provide Physical Therapy and evaluations on an "as needed" basis on CDCR patients/youth as pre-scheduled by designated Institution's CEO/CME or designee.
c. Provide Physical Therapy services to patients/youth upon physician referral and order, or upon direct access to the Physical Therapy services in cases where the patient/youth is seeking Physical Therapy for an existing and documented diagnosis.
d. Provide an initial assessment/evaluation on each referral and develop a treatment plan consistent with those findings and be responsible for communicating the treatment plan to the patient/youth and any relevant medical personnel.
e. Reports or assessments/evaluations and progress notes shall be completed utilizing CDCR approved documentation forms in the patient's chart and/or outpatient health record.
f. Contractor and/or Provider shall be available for telephone consultation, while on duty at the Institution /Facility.
g. Maintain all charting on a daily basis. Any chart remaining delinquent for more than ten (10) days could result in termination of the Agreement.

Physical Therapy Qualifications

Providers assigned to CDCR must have the minimum experience/education outlined below:

1. All Providers must have the required licenses, permits, and/or certifications noted herein.

2. Patient/youth health care is of paramount importance. Accuracy in communications is critical to ensure timely, correct care is provided. Therefore, any Provider(s) providing services through this Agreement must be proficient in the English language and be able to communicate effectively with CDCR/CCHCS. All Providers must be able to speak, understand oral and written communication, and write effectively, in the English language. Any Provider(s) who fails to meet the minimum qualifications shall not be permitted to perform service. The Institution's CEO/CME or designee, shall state in writing the reason(s) the Provider does not meet minimum qualifications and submit to the Contractor and the CCHCS, Medical Contracts, Contracts Coordination Team. 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 Provider identified as not meeting the minimum qualifications.

3. Education: Graduation from an approved Physical Therapy program accredited by the Committee on Accreditation for Physical Therapy or its predecessor, the Joint review committee for Physical Therapy Education.

Licenses, Permits, and Certification Requirements:

Prior to providing services as outlined in this Agreement, Contractor shall:

1. Ensure that each Provider shall possess and maintain throughout the term of this Agreement, a current and valid license, issued by the Physical Therapy Board of California to practice Physical Therapy in the State of California, including adherence to all laws and regulations governing the practice of physical therapy in California.

2. Provide copies of any required license(s), permits, and/or certification(s) for each Provider to the Institution's CEO/CME or designee, to be kept on file at the Institution/Facility throughout the term of this Agreement. Contractor shall ensure that all required licenses, permits, certifications, and any other requirements outlined herein are current and in effect at all times during the term of this Agreement.

3. In the event the required licenses, permits, and/or certifications are to expire, Contractor shall provide current/renewed license(s), permit(s) and/or certification(s) to CDCR/CCHCS not less than thirty (30) calendar days prior to their expiration. If, during the course of this Agreement, any of the licenses and/or requirements are found to be inactive or not in compliance, CDCR/CCHCS may withhold payment for services rendered during the expiration period and/or immediately terminate this Agreement.

4. Assume responsibility for verifying, through the appropriate licensing boards, that no current or unresolved adverse actions have been taken by the State licensing authorities against any Provider(s) assigned to CDCR/CCHCS, and that all licenses are active and void of misconduct. CDCR/CCHCS may, at its discretion, verify the current status of Provider(s) assigned.

5. Contractor must maintain current Cardiopulmonary Resuscitation and Basic Life Support certification for each Provider at Contractor's expense.

6. Ensure that each Provider is in compliance with 8 CCR 5199 standards for both current N95 and powered air purifying (PAPR) respirator medical clearance and annual general respiratory protection training which is to include a) reminding employees to request repeat PLHCP clearance if they develop 1) marked immunocompromise or pregnancy which might require greater respiratory protection than N95s provide or 2) a health condition which might limit N95 or PAPR use and completion of the annual 8 CCR 5199 Appendix G questionnaire.

H. Respiratory Care Practitioner

Under the direction of the Institution's CEO/CME or designee, the Respiratory Care Practitioner shall provide services as permitted within the scope of practice for Temporary/Relief Respiratory Care Practitioner Services in accordance with Institution policies and procedures. The Respiratory Care Practitioner must be able to work in conditions that require all of the following essential functions:

a. Perform care consistent with generally accepted evidence based practice;
b. Set up equipment and provide instructions for use of equipment for each patient/youth per established policy and procedure;
c. Perform complete medical evaluations of patient either during regularly scheduled clinic hours or upon request for consult by either the CEO/CME or designee and make appropriate recommendations for treatment to the referring physician, CEO/CME or designee;

d. Maintain all charting on a daily basis. Any chart remaining delinquent for more than ten (10) days could result in termination of this Agreement;
e. Aid in the development and updating of policy and procedures related to respiratory therapy;
f. Provide periodic assessment of equipment needs and recommendations;
g. Submit to Institution's in-service training, one week in advance of the course, copy of instructors Curriculum Vitae (CV), course outline, course objective and post-tests;
h. Special assignments for respiratory care services may be requested by the CEO/CME or designee on as needed basis (e.g. participation in quality improvement projects, utilization review, etc).

Respiratory Care Practitioner Qualifications:

Respiratory Care Practitioner's assigned to CDCR must have the minimum experience outlined below:

1. Graduation from an approved respiratory therapy program accredited by the Committee on Accreditation for Respiratory Care or its predecessor, the Joint review committee for Respiratory Therapy Education.

2. All Providers' must have the required licenses, permits, and/or certifications noted herein.

3. Patient health care is of paramount importance. Accuracy in communications is critical to ensure timely, correct care is provided. Therefore, any Provider providing services through this Agreement must be proficient in the English language and be able to communicate effectively with CDCR/CCHCS. All Providers' must be able to speak, understand oral and written communication, and write effectively, in the English language. Any Provider who fails to meet the minimum qualifications shall not be permitted to perform service. The Institution's CEO/CME or designee shall state in writing the reason(s) the Provider does not meet minimum qualifications and submit to the Contractor and the CCHCS, Medical Contacts, Contracts Management Team. 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 Provider identified as not meeting the minimum qualifications.

Licenses, Permits, and Certification Requirements:

Prior to providing services as outlined in this Scope of Work, the Contractor shall:

1. Ensure that each Respiratory Care Practitioner possesses and maintains throughout the term of this Agreement, a current and valid license, issued by the Respiratory Care Board to practice respiratory care in the State of California and credential issued by the National Board for Respiratory Care.

2. Provide copies of any required license(s), permits, and/or certification(s) for each Provider to the Institution's CEO/CME or designee to be kept on file at the Institution throughout the term of this Agreement. Contractor shall ensure that all required licenses, permits, certifications, and any other requirements outlined herein are current and in effect at all times during the term of this Agreement.

3. In the event the required licenses, permits, and/or certifications are to expire, Contractor shall provide current/renewed license(s), permit(s) and/or certification(s) to CDCR/CCHCS not less than thirty (30) calendar days prior to their expiration. If, during the course of this Agreement, any of the licenses and/or requirements are found to be inactive or not in compliance,

CDCR/CCHCS may withhold payment for services rendered during the expiration period and/or immediately terminate this Agreement.

4. Assume responsibility for verifying through the appropriate licensing boards that no current or unresolved adverse actions have been taken by the State licensing authorities against any Provider assigned to CDCR/CCHCS, and that all licenses are active and void of misconduct. CDCR/CCHCS may, at its discretion, verify the current status of any Provider assigned.

5. Ensure that each Provider is in compliance with 8 CCR 5199 standards for both current N95 and powered air purifying (PAPR) respirator medical clearance and annual general respiratory protection training which is to include a) reminding employees to request repeat PLHCP clearance if they develop 1) marked immunocompromise or pregnancy which might require greater respiratory protection than N95s provide or 2) a health condition which might limit N95 or PAPR use and completion of the annual 8 CCR 5199 Appendix G questionnaire.

I. Speech-Language Pathologist

Under the direction of the Institution's/Facility's CEO/CME, or designee, the Speech-Language Pathologist shall provide services as permitted within the scope of practice for a Speech Pathologist, in accordance with Institution/Facility policies and procedures. The Provider must be able to work in conditions that require all of the following essential functions:

a. Provide Speech-Language Pathology services such as identification, diagnosis, consultation, and treatment of speech, language, oral and pharyngeal sensor motor dysfunction and cognitive rehabilitation for designated patients/youth;
b. Perform basic speech-language and dysphasia evaluations and consultations as ordered by the Institution/Facility physicians and make appropriate recommendations to the Institution's/Facility's CEO/CME or designee;
c. Provide subsequent Speech-Language Pathology services shall be in accordance with physician orders on an "as needed" basis at the Institution/Facility;
d. Ensure that Speech-Language materials are available for the patient's/youth's use, and oversee set up of materials and instructions for use;
e. Prepare reports as required by Institution's/Facility's CEO/CME or designee, assessments/evaluations, progress notes, and discharge summaries for placement in the patient's/youth's chart and/or outpatient electronic Unit Health Record, and
f. Other duties as assigned.

Speech-Language Pathologist Qualifications:

Speech-Language Pathologist assigned to CDCR must have the minimum experience outlined below:

1. All Providers must have the required licenses, permits, and/or certifications noted herein.

2. Patient/youth health care is of paramount importance. Accuracy in communications is critical to ensure timely, correct care is provided. Therefore, any licensed Provider providing services through this Agreement must be proficient in the English language and be able to communicate effectively with CDCR/CCHCS. All Providers must be able to speak, understand oral and written communication, and write effectively, in the English language. Any Provider who fails to meet the minimum qualifications shall not be permitted to perform service. The Institution's/Facility's CEO/CME or designee shall state in writing the reason(s) the Provider does not meet minimum qualifications and submit to the Contractor and the

CCHCS, Medical Contacts, Contracts Management Team. 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 Provider identified as not meeting the minimum qualifications.

Licenses, Permits, and Certification Requirements:

Prior to providing services as outlined in this Scope of Work, the Contractor shall:

1. Ensure that each Speech-Language Pathologist possess and maintain throughout the term of this Agreement, a current and valid license, issued by the California Speech-Language Pathology and Audiology and Hearing Aid Dispensers Board and a certificate of clinical competence issued by the American Speech-Language-Hearing Association, in order to perform services in the State of California.

2. Provide copies of required license(s), permits, and/or certifications(s) for each Provider assigned to the Institution's/Facility's. The Institution's/Facility's CEO/CME or designee shall keep all copies on file at the Institution/Facility throughout the term of this Agreement. Contractor shall ensure that required licenses, permits, certifications, and any other requirements outlined herein are current and in effect at all times during the term of this Agreement.

3. In the event the required licenses, permits, and/or certifications are to expire, Contractor shall provide current/renewed license(s), permit(s) and/or certification(s) to CDCR/CCHCS not less than thirty (30) calendar days prior to their expiration. If, during the course of this Agreement, any of the licenses and/or requirements are found to be inactive or not in compliance, CDCR/CCHCS may withhold payment for services rendered during the expiration period and/or immediately terminate this Agreement.

4. Assume responsibility for verifying through the appropriate licensing boards that no current or unresolved adverse actions have been taken by the State licensing authorities against any Provider assigned to CDCR/CCHCS, and that all licenses are active and void of misconduct. CDCR/CCHCS may, at its discretion, verify the current status of all Providers assigned.

5. Ensure that each Provider is in compliance with 8 CCR 5199 standards for both current N95 and powered air purifying (PAPR) respirator medical clearance and annual general respiratory protection training which is to include a) reminding employees to request repeat PLHCP clearance if they develop 1) marked immunocompromise or pregnancy which might require greater respiratory protection than N95s provide or 2) a health condition which might limit N95 or PAPR use and completion of the annual 8 CCR 5199 Appendix G questionnaire.

J. <u>Clinical Laboratory Scientist</u>

Under the direction of the Institution's CEO/CME or designee, Provider shall provide services as permitted within the scope of practice for Clinical Laboratory Scientists in accordance with Institution policies and procedures. The duties of the Temporary/Relief Clinical Laboratory Scientist shall include, but are not limited to, the following requirements:

a. Knowledge of laboratory testing, laboratory equipment and quality control procedures. This knowledge shall include all current laboratory tests commonly ordered by providers in general practice.

b. Knowledge of: Principles and practices of clinical laboratory work and the use and care of laboratory equipment; preparation, mounting and staining of specimens; laboratory apparatus, serological, bacteriological, and biochemical tests and analyses.
c. Skill in: Preparing specimens, running standards and calibrating analyzers following standard Quality Assurance protocols, reading tests and recognizing the normal and abnormal, setting up laboratory apparatus, and making quick and accurate serological, bacteriological, and biochemical tests and analyses.
d. Familiarity with Clinical Laboratory Improvement Amendments (CLIA) and California Code of Regulations (CCR) Title 17, Division 1, Chapter 2, Subchapter 1, Group 2, concerning the operation of a clinical laboratory.
e. Knowledge of current phlebotomy procedures. Individual may be required to oversee or perform blood draws (phlebotomy) and perform blood processing functions, such as freezing specimens and separating plasma.
f. Process test results for providers and clinics.
g. Assist in laboratory inventory control.
h. Comply with universal safety precautions, maintain a safe work environment, including safe use of equipment contained therein, and maintain Institution security measures.
i. Document and maintain medical records in accordance with Institution policies and procedures.
j. Ability to maintain professional working relationship with Institution providers, nurses, patients/youth and Health Care Services staff;
k. Act as lead for laboratory technicians and support staff as needed and when requested, and;
l. Perform other duties as assigned within the scope of laboratory medicine.

Clinical Laboratory Scientist Qualifications:

Clinical Laboratory Scientist assigned to CDCR must have the minimum experience outlined below:

1. Minimum of twelve (12) continuous months of experience within the last three (3) years performing services similar in scope to those defined herein, in a public or private Institution. Internship does not count towards the required experience.

2. All Providers must have the required licenses, permits, and/or certifications noted herein.

3. Patient health care is of paramount importance. Accuracy in communications is critical to ensure timely, correct care is provided. Therefore, any Provider providing services through this Agreement must be proficient in the English language and be able to communicate effectively with CDCR/CCHCS. All Providers must be able to speak, understand oral and written communication, and write effectively, in the English language. Any Provider who fail to meet the minimum qualifications shall not be permitted to perform service. The Institution's CEO/CME or designee shall state in writing the reason(s) the Provider does not meet minimum qualifications and submit to the Contractor and the CCHCS, Medical Contracts, Contracts Management Team. 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 Provider identified as not meeting the minimum qualifications.

Licenses, Permits, and Certification Requirements:

Prior to providing services as outlined in this Scope of Work, the Contractor shall:

2. Ensure that each Provider shall possess and maintain throughout the term of this Agreement,

a current and valid Clinical Laboratory Scientist license, issued by the California Department of Public Health (CDPH), Laboratory Field Services (LFS), in order to perform services in the State of California.

3. Provide copies of any required license(s), permits, and/or certification(s) for each Provider to the Institution's CEO/CME or designee to be kept on file at the Institution throughout the term of this Agreement. Contractor shall ensure that all required licenses, permits, certifications, and any other requirements outlined herein are current and in effect at all times during the term of this Agreement.

4. In the event the required licenses, permits, and/or certifications are to expire, Contractor shall provide current/renewed license(s), permit(s) and/or certification(s) to CDCR/CCHCS not less than thirty (30) calendar days prior to their expiration. If, during the course of this Agreement, any of the licenses and/or requirements are found to be inactive or not in compliance, CDCR/CCHCS may withhold payment for services rendered during the expiration period and/or immediately terminate this Agreement.

5. Assume responsibility for verifying through the appropriate licensing boards that no current or unresolved adverse actions have been taken by the State licensing authorities against any Provider assigned to CDCR/CCHCS, and that all licenses are active and void of misconduct. CDCR/CCHCS may, at its discretion, verify the current status of Provider assigned.

K. Pharmacist-in-Charge

Under the direction of the Institution CEO/CME or designee, Provider shall provide services as permitted within the scope of practice. Administrative Duties for the Pharmacist-in-Charge are as follows:

Duties/Responsibilities shall include, but are not limited to:

a. Clinically supervise the performance of the pharmacy staff;
b. Ensure the pharmacy meets the requirements of the Board of Pharmacy (Board) licensing regulations and Title 22, Licensing of Health Care Facilities regulations;
c. Monitor the ordering, storing, labeling, dispensing, and disposing of drugs and biologicals to be in conformance with the State and Federal Laws;
d. Monitor expenditures and each month provide a cost analysis report and projections for the fiscal year for the Institution CEO/CME;
e. Attend required clinical staff meetings; prepare reports related to Pharmacy for Pharmacy & Therapeutics Committee, when applicable;
f. Ensure inspection of medication administration areas and emergency carts monthly for proper storage and expiration dates of medications;
g. Participate in quality assessment activities related to pharmacy issues;
h. The Institution pharmacy shall designate a Pharmacist-In-Charge and within 30 days thereof, shall notify the board in writing of the identity and license number of that pharmacists and the date he/she was designated;
i. The Pharmacist-in-charge shall be responsible for a pharmacy's compliance with all State and Federal laws and regulations pertaining to the practice of the pharmacy;
j. Every pharmacy shall notify the Board within 30 days of the date when a pharmacist ceases to be a Pharmacist-In-Charge;
k. Complete the Bi-Annual pharmacy assessment form if due during the time of their assignment and ensure that their name is recognized as a Pharmacist–in-Charge;
l. The Pharmacist-In-Charge of each Institution Pharmacy as defined under Section 4029 or

Section 4037 of the Business and Professions Code shall complete a self-assessment of the pharmacy's compliance with federal and state pharmacy law. The assessment shall be performed before March 31 of every odd numbered year. The primary purpose of the self-assessment is to promote compliance through self-examination and education. In addition to the self assessment required above, the Institution Pharmacist-In-Charge shall complete a self assessment within 30 days when there is a change in the Pharmacist-In-Charge and he/she becomes the new Pharmacist-In-Charge of a pharmacy;

Pharmacist-in-Charge Qualifications

Provider assigned to CDCR must have the minimum experience outlined below:

1. Pharmacist-in-charge/Pharmacist: Minimum of twelve (12) continuous months of experience within the last three (3) years performing services similar in scope to those defined herein, in a public or private Institution. Internship does not count towards the required experience.

2. All Providers must have the required licenses, permits, and/or certifications noted herein

3. Patient health care is of paramount importance. Accuracy in communications is critical to ensure timely, correct care is provided. Therefore, any licensed referred personnel providing services through this Agreement must be proficient in the English language and be able to communicate effectively with CDCR. All referred personnel must be able to speak, understand oral and written communication, and write effectively, in the English language. Any Providers who fail to meet the minimum qualifications shall not be permitted to perform service.

Licenses, Permits, and Certification Requirements

Prior to providing services as outlined in this Agreement, Contractor shall:

1. Ensure that each Provider shall possess and maintain throughout the term of this Agreement, a current and valid license, issued by the State of California, Board of Pharmacy, in order to perform services in the State of California.
2. Contractor shall provide copies of any required license(s), permits, and/or certification(s) for each Provider to the Pharmacist-in-Charge and/or the Institution CEO/CME or designee to be kept on file at the Institution throughout the term of this Agreement. Provider shall ensure that all required licenses, permits, certifications, medical clinical skills (if applicable), and any other requirements outlined herein are current and in effect at all times during the term of this Agreement.
3. In the event the required licenses, permits, and/or certifications are to expire, Contractor shall provide current/renewed license(s), permit(s) and/or certification(s) to CDCR not less than thirty (30) calendar days prior to their expiration. If, during the course of this Agreement, any of the licenses and/or requirements are found to be inactive or not in compliance, CDCR may withhold payment for services rendered during the expiration period and/or immediately terminate this Agreement.
4. Contractor is responsible for verifying through the appropriate licensing boards that no current or unresolved adverse actions have been taken by the State licensing authorities against any personnel assigned to CDCR, and that all licenses are active and void of misconduct. CDCR may, at its discretion, verify the current

status of the Providers assigned.

L. Pharmacist

Under the direction of the Pharmacist-in-Charge and/or the Institution's Chief Executive Officer/ Chief Medical Executive (CEO/CME) or designee, Provider shall provide services as permitted within the scope of practice. Pharmacist duties shall include, but are not limited to the following requirements:

a. Review and verify prescription/medication order(s) from the Pharmacist-in-Charge, CEO/CME, or other authorized CDCR prescribers for completeness, correctness, authenticity and legality;
b. Assess prescription/medication order(s) against patient's/youth's medical profile for improper drug selection, under-dosage, dosage, over-dosage, drug interactions, dosage form and delivery system;
c. Assess prescription against CDCR Formulary for compliance, and refer nonformulary requests as required for approval when necessary;
d. Manage or directly prepare, manufacture, compound and dispense drugs and pharmaceutical preparations;
e. Manage or directly perform computer order entry and type prescription labels;
f. Manage or directly fill prescription/medication orders and prepare or check I.V. Admixtures as required;
g. Provide consultations to CDCR medical staff and the Medical Authorization Review Committee and provide discharge consultations as required;
h. Supervise and directly maintain records of drugs, poisons, and narcotics as required by Federal and State Laws;
i. Supervise and directly maintain records of drugs, poisons, and chemicals received, on hand and dispensed;
j. Implement and/or maintain medication delivery systems in accordance with directives from the CDCR Systemwide P&T Committee;
k. As required by the Pharmacist-in-Charge, assist in the preparation of estimates for the requisition of drugs required;
l. Monitor and instruct Pharmacy Technicians in standard and routine phases of the work, as appropriate; and
m. Perform other duties as assigned.

Pharmacist Qualifications

Pharmacist assigned to CDCR must have the minimum experience outlined below:

1. Pharmacist: Minimum of twelve (12) continuous months of experience within the last three (3) years performing services similar in scope to those defined herein, in a public or private institution.

2. All assigned personnel must have the required licenses, permits, and/or certifications noted herein.

3. Patient health care is of paramount importance. Accuracy in communications is critical to ensure timely, correct care is provided. Therefore, any licensed referred personnel providing services through this Agreement must be proficient in the English language and be able to communicate effectively with CDCR/CPHCS. All referred personnel must be able to speak,

understand oral and written communication, and write effectively, in the English language. Any referred personnel who fail to meet the minimum qualifications shall not be permitted to perform service. The CEO/CME or designee shall state in writing the reason(s) the referred personnel does not meet minimum qualifications and submit to the Provider and the CPHCS, Direct Medical Contacts, Contracts Management Unit. After notification of failure to meet minimum qualifications has been provided, CDCR/CPHCS shall not pay the Contractor for any additional hours worked by the referred personnel identified as not meeting the minimum qualifications.

Licenses, Permits, and Certification Requirements:

Prior to providing services as outlined in this Agreement, Provider shall:

1. Ensure that each referred personnel shall possess and maintain throughout the term of this Agreement, a current and valid license, issued by the State of California, Board of Pharmacy, in order to perform services in the State of California.

2. Provider shall provide copies of any required license(s), permits, and/or certification(s) for each assigned personnel to the Pharmacist-in-Charge and/or the Institution's CEO/CME or designee to be kept on file at the institution throughout the term of this Agreement. Provider shall ensure that all required licenses, permits, certifications, medical clinical skills (if applicable), and any other requirements outlined herein are current and in effect at all times during the term of this Agreement.

3. In the event the required licenses, permits, and/or certifications are to expire, Provider shall provide current/renewed license(s), permit(s) and/or certification(s) to CDCR not less than thirty (30) calendar days prior to their expiration. If, during the course of this Agreement, any of the licenses and/or requirements are found to be inactive or not in compliance, CDCR may withhold payment for services rendered during the expiration period and/or immediately terminate this Agreement.

4. Provider is responsible for verifying through the appropriate licensing boards that no current or unresolved adverse actions have been taken by the State licensing authorities against any personnel assigned to CDCR, and that all licenses are active and void of misconduct. CDCR may, at its discretion, verify the current status of personnel assigned.

M. <u>Pharmacy Technician</u>

Under the direction of the Pharmacist-in-Charge, Pharmacist, or designee, Provider or Provider's referred personnel shall provide services as permitted within the scope of practice for a Pharmacy Technician, in accordance with Federal and State laws and regulations and institution's policies and procedures. Minimum requirements and services to be provided by the Pharmacist Technician under this Agreement include, but are not limited to, the following:

a. Receive prescription/medical orders;
b. Obtain information on new patients/youth to establish patient medical profile, such as diagnosis or desired therapeutic outcome, allergies, adverse reaction(s), and medical history;
c. Assess prescription/medication order for completeness, correctness, authenticity, and legality;
d. Enter prescription information onto patient/youth profile;

e. Calibrate equipment needed to prepare or compound the prescription/medication order;
f. Compound medications for dispensing according to prescription formula or instructions;
g. Measure or count finished dosage forms for dispensing;
h. Record preparation of medication in various dosage forms;
i. Record preparation of controlled substances for dispensing;
j. Package the preparation;
k. Prepare and affix label(s) and auxiliary label(s) to container(s);
l. Perform intermediate checks of the prescription/medication order during processing;
m. Maintain drug and supply inventory and inventory records; Deliver medication to clinics/nursing staff and organize medication.
n. Review pharmacy stock for expired drugs; and
o. Assist Pharmacist-in-Charge, Pharmacist, or designee to identify and resolve problems that arise with patient/youth therapy.
p. Other duties as assigned.

Pharmacy Technician Qualifications:

All Pharmacy Technician assigned to CDCR/CPHCS must have the minimum experience outlined below:

1. Pharmacist Technician: Minimum of twelve (12) continuous months of experience within the last three (3) years performing services similar in scope to those defined herein, in a public or private institution.

2. All assigned personnel must have the required licenses, permits, and/or certifications noted herein.

3. Patient health care is of paramount importance. Accuracy in communications is critical to ensure timely, correct care is provided. Therefore, any licensed referred personnel providing services through this Agreement must be proficient in the English language and be able to communicate effectively with CDCR/CPHCS. All referred personnel must be able to speak, understand oral and written communication, and write effectively, in the English language. Any referred personnel who fail to meet the minimum qualifications shall not be permitted to perform service. The CEO/CME or designee shall state in writing the reason(s) the referred personnel does not meet minimum qualifications and submit to the Provider and the CPHCS, Direct Medical Contacts, Contracts Management Unit. After notification of failure to meet minimum qualifications has been provided, CDCR/CPHCS shall not pay the Provider for any additional hours worked by the referred personnel identified as not meeting the minimum qualifications.

Licenses, Permits, and Certification Requirements:

Prior to providing services as outlined in this Agreement, Provider shall:

1. Ensure that each referred personnel shall possess and maintain throughout the term of this Agreement, a current and valid license, issued by the State of California, Board of Pharmacy, in order to perform services in the State of California.

2. Provider shall provide copies of any required license(s), permits, and/or certification(s) for each assigned personnel to the Pharmacist-in-Charge, Pharmacist, and/or the Institution's CEO/CME or designee to be kept on file at the institution throughout the term of this Agreement. Provider shall ensure that all required licenses, permits, certifications, medical

clinical skills (if applicable), and any other requirements outlined herein are current and in effect at all times during the term of this Agreement.

3. In the event the required licenses, permits, and/or certifications are to expire, Provider shall provide current/renewed license(s), permit(s) and/or certification(s) to CDCR/CPHCS not less than thirty (30) calendar days prior to their expiration. If, during the course of this Agreement, any of the licenses and/or requirements are found to be inactive or not in compliance, CDCR/CPHCS may withhold payment for services rendered during the expiration period and/or immediately terminate this Agreement.

4. Provider is responsible for verifying through the appropriate licensing boards that no current or unresolved adverse actions have been taken by the State licensing authorities against any personnel assigned to CDCR, and that all licenses are active and void of misconduct. CDCR/CPHCS may, at its discretion, verify the current status of personnel assigned.

N. Phlebotomy

Under the direction of the Institution's CEO/CME or designee, Provider shall provide services as permitted within the scope of practice for Phlebotomy services in accordance with Institution policies and procedures.

Duties/Responsibilities shall include, but not limited to the following:

a. Perform venipunctures and fingersticks using standard equipment to include vacutainer tubes and sleeves, tourniquets, blood culture, syringes and butterfly needles.
b. Communicate to patient/youth on the procedure to be done
c. Collect and distribute specimens from patient/youth for laboratory testing per testing requirements.
d. Centrifuge, label and store blood samples for analysis by CCHCS Clinical Laboratory staff and/or external laboratory service providers.
e. Maintain inventory of supplies, stock supplies and hand trays.
f. Follow institution written standard procedures, or follow standard phlebotomy practices for positive patient/youth identification.
g. Perform other duties as required including assisting Nurses, Medical providers, and/or laboratory personnel in obtaining blood from "hard to draw patients" and maintaining appropriate records of specimens drawn.
h. Obtain blood specimens from patient/youth under a variety of conditions.
i. Understand and follow written and oral instructions.
j. Process non-blood clinical specimens accordingly for testing or send outs
k. Perform test order recording into electronic system per procedure
l. Handle and properly label biohazardous specimens.
m. Maintain a clean, neat and safe work environment.
n. Work under stress, critical, unusual or dangerous situations where speed and attention to detail are important aspects of the tasks.

Phlebotomists shall have knowledge of:

a. Pre-analytical testing phase of Clinical Laboratory operations.
b. Medical terminology.
c. Patient privacy
d. Principles and practices of proper venipuncture techniques.
e. Correct color-coded tubes for laboratory testing per testing requirements

f. Proper processing of blood samples and other clinical specimens for laboratory testing.
g. Safe handling of blood and blood products for laboratory testing.
h. Transmission of infection and methods for prevention.
i. The major constituents of whole blood, serum, and plasma.
j. The basic expectations of normal blood clotting and when post-phlebotomy bleeding may be excessive.
k. Signs and symptoms of physical problems that may occur during blood collection.
l. Protocols to prevent sample cross-contamination.

Phlebotomy Qualifications:

Providers assigned to CDCR must have the minimum experience outlined below:

1. Minimum of twelve (12) continuous months of experience within the last three (3) years performing services similar in scope to those defined herein, in a public or private institution. Internship does not count towards the required experience.

2. All Providers must have the required licenses, permits, and/or certifications noted herein.

3. Patient/Youth health care is of paramount importance. Accuracy in communications is critical to ensure timely, correct care is provided. Therefore, any Providers providing services through this Agreement must be proficient in the English language and be able to communicate effectively with CDCR/CCHCS. All Providers must be able to speak, understand oral and written communication, and write effectively, in the English language. Any Providers who fail to meet the minimum qualifications shall not be permitted to perform service. The institution's CEO/CME or designee shall state in writing the reason(s) the Provider does not meet minimum qualifications and submit to the Contractor and the CCHCS, Medical Contracts, Contracts Coordination Team. 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 Provider identified as not meeting the minimum qualifications.

Licenses, Permits, and Certification Requirements

Prior to providing services as outlined in this Agreement, Contractor shall:

1. Ensure that each Provider shall possess and maintain throughout the term of this Agreement, a current and valid license issued by the California State Dept. of Public Health Board, Laboratory Field Services (CDPH-LFS), as required performing services in the State of California.

2. Provide copies of any required license(s), permits, and/or certification(s) for each Provider to the Institution's CEO/CME or designee to be kept on file at the Institution throughout the term of this Agreement. Contractor shall ensure that all required licenses, permits, certifications, and any other requirements outlined herein are current and in effect at all times during the term of this Agreement.

3. In the event the required licenses, permits, and/or certifications are to expire, Contractor shall provide current/renewed license(s), permit(s) and/or certification(s) to CDCR/CCHCS not less than thirty (30) calendar days prior to their expiration. If, during the course of this Agreement, any of the licenses and/or requirements are found to be inactive or not in compliance, CDCR/CCHCS may withhold payment for services rendered during the expiration period

and/or immediately terminate this Agreement.

4. Ensure that each Provider is in compliance with 8 CCR 5199 standards for both current N95 and powered air purifying (PAPR) respirator medical clearance and annual general respiratory protection training which is to include a) reminding employees to request repeat PLHCP clearance if they develop 1) marked immunocompromise or pregnancy which might require greater respiratory protection than N95s provide or 2) a health condition which might limit N95 or PAPR use and completion of the annual 8 CCR 5199 Appendix G questionnaire.

O. Radiologic Technologist (X-ray & Mammography)

Under the direction of the Institution's CEO/CME or designee, the Diagnostic Imaging Technologist duties/responsibilities shall include, but are not limited to, the following requirements:

a. Develop and process X-Ray exposures;
b. Comply with all exam protocols as established by the CDCR Diagnostic Imaging department;
c. Consult with Radiologist or ordering medical provider when necessary for purposes of clarification;
d. Provide emergency medical support to medical providers in the event of allergic reaction to injected radiological contrast or any other medical emergency;
e. Utilize proper identification marker prior to procedure;
f. Utilize proper technique for exam ordered;
g. Perform and assist medical provider with special procedures (i.e., routine fluoro, drainage procedures, biopsies, myelograms, etc);
h. Perform general diagnostic radiographic works and processing of digital images in conjunction with Radiology information System/Picture Archive Communication System (RIS/PACS)
i. Provide for the care and safety of patients/youth undergoing X-Ray procedures;
j. Proper labeling of digital images before they are electronically viewed by the Radiologist;
k. Perform statewide standard radiology protocols and documentation.
l. Review digital X-Ray images on Fuji Computer Radiography System for proper positioning and image clarity;
m. Respond to emergency room and bedside radiographic examination;
n. Ensure supplies are adequate to perform all radiographic exposures and procedures;
o. Comply with radiation protection in accordance with safety standards;
p. Coordinate maintenance of the X-Ray machines to keep them in safe operating conditions; when applicable.
q. Perform radiographic examination that require with and without contrast media in the radiology room as well as in the procedure room as applicable;
r. Maintain radiology records within the RIS/PACS in accordance with CDCR policy and in a timely manner;
s. Performs other duties as assigned;
t. Maintain professional working relationship between patients/youth and Health Care Services Staff; and
u. Comply with and practice universal safety precautions.
v. Practice As Low As Reasonable Achievable (ALARA) radiation exposure when performing radiology protocols.

Radiologic Technologist Qualifications:

All Radiologic Technologist assigned to CDCR must have the minimum experience/education outlined below:

1. A minimum of twelve (12) continuous months of experience within the last three (3) years performing services similar in scope to those defined herein, in a public or private institution. Internship does not count towards the required experience.

2. All Radiologic Technologist must have the required licenses, permits, and/or certifications noted herein.

3. Patient/Youth health care is of paramount importance. Accuracy in communications is critical to ensure timely, correct care is provided. Therefore, any licensed Diagnostic Imaging Technologist providing services through this Agreement must be proficient in the English language and be able to communicate effectively with CDCR/CCHCS. All Diagnostic Imaging Technologist must be able to speak, understand oral and written communication, and write effectively, in the English language. Any Diagnostic Imaging Technologist who fails to meet the minimum qualifications shall not be permitted to perform service. The Institution's/Facility's CEO/CME or designee shall state in writing the reason(s) the Diagnostic Imaging Technologist does not meet minimum qualifications and submit to the Contractor and the CCHCS, Medical Contacts, Contracts Management Team. 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 Diagnostic Imaging Technologist identified as not meeting the minimum qualifications.

Licenses, Permits, and Certification Requirements:

Prior to providing services as outlined in this Scope of Work, the Contractor shall:

1. Ensure that each Radiologic Technologist possess and maintain throughout the term of this Agreement, current certification in good standing from the State of California, Department of Health Services for Radiological Technology as a Certified Radiologic Technologist (CRT), venipuncture certificate and also possess a Fluoroscopy permit (where Fluoroscopy is applicable). Copies of all current licensure and certification will be provided by contractor for each and every temporary staff member performing services for the CDCR.

2. Ensure that each Radiologic Technologist (CRT) possess and maintain throughout the term of this Agreement a current and valid license and also possess other modality coverage licenses (i.e. mammogram, CT/MRI, etc) as applicable to do business in the State of California and shall obtain at Contractor's expense any and all necessary license(s), permit(s), and certificate(s) required by law for accomplishing any work required in connection with this Agreement. Ultrasound technician does not require to be a CRT but must a American Registry of Diagnostic Sonographers (ARDMS).

3. Provide copies of license(s), permit(s), and certification(s) for each and every Radiologic Technologist in addition to making certain that copies are displayed and kept on file at the Institution throughout the term of this Agreement.

4. Verify through the appropriate licensing boards that no adverse actions have been taken by the State licensing authorities against any Radiologic Technologist assigned to CDCR, and that all licenses are active and void of misconduct. CDCR may, at its discretion, verify the

current status of Radiologic Technicians assigned. If at any point during the term of this agreement, the Radiologic Technologist's certification or licensure is revoked or suspended, the contractor will notify the HCM or designee immediately. Contractor will provide similarly licensed and trained replacement staff within 2 business days (. If the contractor cannot provide replacement staff within 2 business days, Contractor will reimburse CDCR for all working hours past the 2 business days at the hourly rate of pay for the suspended staff member. Furthermore, if the contractor fails to notify the CDCR, CDCR will not be responsible for payment of all hours worked by staff from the point of suspension forward.

5. Ensure that all licenses, permits, certifications (including Cardiopulmonary Resuscitation (CPR)), medical clinical skills, and other requirements as outlined herein are current and in effect at all times during the term of this Agreement. In the event the required licenses and/or certifications are to expire, Contractor shall provide current/renewed license/certification(s) to CDCR not less than thirty (30) calendar days prior to their expiration. If, during the course of this Agreement, any of the licenses and requirements as stated herein are found to be inactive or not in compliance, CDCR may immediately terminate this agreement.

6. Ensure that each Provider is in compliance with 8 CCR 5199 standards for both current N95 and powered air purifying (PAPR) respirator medical clearance and annual general respiratory protection training which is to include a) reminding employees to request repeat PLHCP clearance if they develop 1) marked immunocompromise or pregnancy which might require greater respiratory protection than N95s provide or 2) a health condition which might limit N95 or PAPR use and completion of the annual 8 CCR 5199 Appendix G questionnaire.

II. Registry Services Specific to Nursing Service Delivery

A. Nursing (RN, LVN, CNA)

Under the direction of the Institution's CEO/CNE or designee Provider shall provide services as permitted within the scope of practice for Temporary/Relief Registered Nurse (RN), Licensed Vocational Nurse (LVN) and Certified Nursing Assistant (CNA) Services in accordance with Institution/Facility policies and procedures. Duties/Responsibilities shall include, but are not limited to:

Registered Nurse (RN):

a. Plan and implement nursing care including: administration of medication, therapeutic agents, treatments and disease prevention, orders by the physician, and obtain specimens for diagnostic testing;
b. Participate as a member of the Inter-disciplinary team in developing multi-disciplinary treatment efforts; assist physicians with medical or minor surgical procedures; and prepare records and other reports;
c. Provide observation, ongoing patient/youth assessments, and therapeutic intervention consistent with the patient/youth physical and psychological status; evaluate effectiveness of patient/youth treatment regimens and record progress;
d. Document all nursing activities in medical records, including an initial nursing assessment, treatment interventions, and patient/youth education;
e. Ensure a safe therapeutic environment for the patient/youth and staff; maintain order; and supervise the conduct of patients/youth.

Licensed Vocational Nurse (LVN):

a. Organize, provide, and maintain necessary health care services consistent with CCHCS policies and procedures;
b. Conduct basic hygiene and nursing care, including administration of prescribed medications and the therapeutic effects, treatments, and disease prevention, as ordered by the physician;
c. Collect information regarding patient status and report the results to the Primary Care Provider (PCP) or RN in a timely manner;
d. Provide patient/youth education and accurately document care in the approved format, noting and carrying out physician's orders;
e. Administer/assist with therapeutic measures and treatments;
f. Clean and maintain equipment;
g. Obtain specimens for diagnostic testing as ordered Assist the RN and PCP with clinic appointments (e.g. physical exams, minor surgeries, casting, identifying minor illnesses);
h. Assist mental health professionals by contributing to the treatment planning process and the formal evaluation of patient/youth progress by monitoring and recording observed patient behavior;
i. Participate in the training of patients/youth in activities of daily living and assist in routine treatments;
j. Document in the patient's/youth's health record the nursing care and treatment provided and the patient's/youth's response to facilitate the continuity of care and communicate to other health care providers.

Certified Nursing Assistant (CNA):

a. Assist patients/youth with activities of daily living and provide nursing care under the direction of a Registered Nurse;
b. Perform and document rounds of patient/youth receiving medical and/or psychiatric care and report changes in patient/youth condition to the RN;
c. Obtain specimens for diagnostic testing;
d. Assist other non-custody staff to provide patient/youth care;
e. Prepare documentation for patient/youth transfers to other institutions/facilities or trips to specialty appointments;
f. Complete all required documentation of patient/youth care, provide written or oral reports, and record entries in logbooks;
g. Clean, maintain, and check equipment;
h. Check inventory, order and check supplies.

RN, LVN, CNA, Qualifications

Providers assigned to CDCR must have the minimum experience outlined below:

1. Registered Nurse (RN):

   Minimum of twelve (12) continuous months of experience within the last three (3) years performing services similar in scope to those defined herein, in a public or private institution. Internship does not count towards the required experience.

   Specialty Services: In addition to the above requirements, staff who are requested to work in a specialized area such as Specialty Services, Emergency Department, Inpatient Care, and Obstetrics shall also have at least one (1) year of experience within the last three (3) years

providing patient care within that setting and possess any required certificates.

Clinical competencies must be current and provided to the institution prior to the staff being assigned.

2. Licensed Vocational Nurse (LVN)

   Minimum of twelve (12) continuous months of experience within the last three (3) years rendering direct patient care in public or private institution. Clinical competencies must be current and provided to the institution prior to the staff being assigned.

3. Certified Nursing Assistant (CNA)

   Minimum of twelve (12) continuous months of experience within the last three (3) years rendering direct patient care in public or private institution. Clinical competencies must be current and provided to the institution prior to the staff being assigned.

All Providers must have the required licenses, permits, and/or certifications noted herein.

All referred personnel must have documentation of completion of a competency validation process meeting the requirements of Title 22, Section 70016 or Section 70016.1, prior to performing the duties required by this agreement.

Patient/Youth health care is of paramount importance. Accuracy in communications is critical to ensure timely, correct care is provided. Therefore, any Providers providing services through this Agreement must be proficient in the English language and be able to communicate effectively with CDCR/CCHCS. All Providers must be able to speak, understand oral and written communication, and write effectively, in the English language.

Any Providers who fail to meet the minimum qualifications shall not be permitted to perform service. The institutional nursing leadership shall state in writing the reason(s) the Provider does not meet minimum qualifications and submit to the Contractor and the CCHCS, Medical Contracts, Contracts Management Team. 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 Provider identified as not meeting the minimum qualifications.

Licenses, Permits, and Certification Requirements:

Prior to providing services as outlined in this Agreement, Contractor shall:

1. Ensure that each Provider shall possess and maintain throughout the term of this Agreement, a valid license/certification as noted below, in order to perform services in the State of California:

   a. Valid license/certification as follows:

      (a) RN – valid license as RN issued by the California Board of Registered Nursing or;
      (b) LVN – valid license as LVN issued by the California State Board of Vocational Nurse Examiners; or
      (c) CNA - Current Nursing Assistant Certificate issued by the State of California in order to perform services in the State of California.

b. Current Basic Life Support (BLS) certification from an American Heart Association provider;

c. Employment Eligibility Verification (I-9) form;

d. Current copy of Contractor's Clinical competencies/skills Checklist and Clinical Performance Evaluation Checklist, validating the competency of Providers to perform the duties, as required by this agreement. Failure to provide the competency list will result in refusal of Providers; and

2. Provide copies of any required license(s), permits, and/or certification(s) for each Provider to the Institution's Chief Executive Officer/Chief Nurse Executive (CEO/CNE) or designee to be kept on file at the Institution/Facility throughout the term of this Agreement. Contractor shall ensure that all required licenses, permits, certifications, and any other requirements outlined herein are current and in effect at all times during the term of this Agreement.

3. In the event the required licenses, permits, and/or certifications are to expire, Contractor shall provide current/renewed license(s), permit(s) and/or certification(s) to CDCR/CCHCS not less than thirty (30) calendar days prior to their expiration. If, during the course of this Agreement, any of the licenses and/or requirements are found to be inactive or not in compliance, CDCR/CCHCS may withhold payment for services rendered during the expiration period and/or immediately terminate this Agreement.

4. Assume responsibility for verifying through the appropriate licensing boards that no current or unresolved adverse actions have been taken by the State licensing authorities against any Providers assigned to CDCR/CCHCS, and that all licenses are active and void of misconduct. CDCR/CCHCS may, at its discretion, verify the current status of Providers assigned.

5. Ensure that each Provider is in compliance with 8 CCR 5199 standards for both current N95 and powered air purifying (PAPR) respirator medical clearance and annual general respiratory protection training which is to include a) reminding employees to request repeat PLHCP clearance if they develop 1) marked immunocompromise or pregnancy which might require greater respiratory protection than N95s provide or 2) a health condition which might limit N95 or PAPR use and completion of the annual 8 CCR 5199 Appendix G questionnaire.

Note: Contractor is recommended to be Joint Commission of the Accreditation of Healthcare Organizations (JCAHO) certified but this certification is not required.

B. <u>Psychiatric Technician</u>

Under the direction of the Institution's CEO/CNE or designee, the Psychiatric Technician shall provide services as permitted within the scope of practice for Temporary/Relief Psychiatric Technician in accordance with Institution/Facility policies and procedures. The duties of the Temporary/Relief Psychiatric Technician shall include, but are not limited to the following requirements:

a. Give a basic level of general behavioral and psychiatric nursing care to mentally or developmentally disabled patients/youth;
b. Conduct daily clinical rounds and monitoring of patient-inmates/youth with signs and symptoms of mental illness;
c. Under general supervision of a Registered Nurse (RN) or Medical Doctor (MD), perform psychiatric nursing procedures, such as administer medications and treatments, including

hypodermic injections, take and chart temperature, pulse, blood pressure and respiration, and all other basic general nursing procedures within the scope of licensure;

d. Work with other disciplines as part of Treatment Team in the development of treatment plans and objectives from assessments in providing an overall treatment program for patients/youth;
e. Assist in the development of group and individual therapy regimens. Act as a provider of group therapy to patients/youth;
f. Provide liaison activities with custody personnel in management of mentally or developmentally disabled patients/youth;
g. Observe patients'/youths' physical condition and behavior, and report significant changes;
h. Prepare and coordinate clinical appointment dates and times, and assist in having patients/youth present at their clinical appointments;
i. Assist in first responder duties, such as giving Cardiopulmonary Resuscitation (CPR) and first aid as needed;
j. Follow completely and accurately all documentation procedures as required by the CDCR/CCHCS; and
k. Help to create a safe, secure and therapeutic environment for patients/youth.

Psychiatric Technician Qualifications:

Psychiatric Technician's assigned to CDCR must have the minimum experience outlined below:

1. Minimum of twelve (12) continuous months of experience within the last three (3) years performing services similar in scope to those defined herein, in a public or private institution. Internship does not count towards the required experience.

2. All Providers must have the required licenses, permits, and/or certifications noted herein.

3. Patient/Youth health care is of paramount importance. Accuracy in communications is critical to ensure timely, correct care is provided. Therefore, any Psychiatric Technician providing services through this Agreement must be proficient in the English language and be able to communicate effectively with CDCR/CCHCS. All Psychiatric Technician's must be able to speak, understand oral and written communication, and write effectively, in the English language. Any Psychiatric Technician who fails to meet the minimum qualifications shall not be permitted to perform service. The Institution's CEO/CNE or designee shall state in writing the reason(s) the Psychiatric Technician does not meet minimum qualifications and submit to the Contractor and the CCHCS, Medical Contacts, Contracts Management Team. 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 Psychiatric Technician identified as not meeting the minimum qualifications.

Licenses, Permits, and Certification Requirements:

Prior to providing services as outlined in this Scope of Work, the Contractor shall:

1. Ensure that each Psychiatric Technician shall possess and maintain throughout the term of this Agreement, a current and valid license, issued by the California Board of Vocational Nurse and Psychiatric Technician, in order to perform services in the State of California.

2. Provide copies of any required license(s), permit(s), and/or certification(s) for each Provider to the Institution's CEO/CNE or designee to be kept on file at the Institution/Facility throughout the term of this Agreement. Contractor shall ensure that all required licenses, permits, certifications, and any other requirements outlined herein are current and in effect at all times

during the term of this Agreement.

3. In the event the required licenses, permits, and/or certifications are to expire, provide current/renewed license(s), permit(s) and/or certification(s) to CDCR/CCHCS not less than thirty (30) calendar days prior to their expiration. If, during the course of this Agreement, any of the licenses and/or requirements are found to be inactive or not in compliance, CDCR/CCHCS may withhold payment for services rendered during the expiration period and/or immediately terminate this Agreement.

C. Medical Assistant (MA)

Under the licensure of a Physician and Surgeon, or Podiatrist and under assigned administrative supervision at a correctional facility, the Medical Assistant (MA) shall provide services as permitted within the scope of practice for MA in accordance with the institutions policies and procedures. MA will perform a variety of administrative and clinical duties, which includes procedures as regulated by certification such as but not limited to the following:

a. Administer basic life support in emergency situations to patients/youth and staff;
b. Use medical equipment safely;
c. Administer intradermal, subcutaneous, and intramuscular injections and skin tests;
d. Administer eye/ear washes;
e. Administer prescribed medications topically, sublingually, and orally;
f. Administer basic breathing treatments;
g. Remove casts, splints, sutures, and other external devices;
h. Change simple dressing;
i. Collect blood via capillary and venipuncture techniques;
j. Collect lab specimens using appropriate collection equipment; label specimens appropriately for evaluation;
k. Measure vital signs;
l. Administer basic vision tests when indicated;
m. Conduct Clinical Laboratory Improvement Amendments-waived point of care testing for the purpose of determining a patient/youth's physical condition;
n. Demonstrate the use of health care appliances (i.e., canes, crutches, braces);
o. Attend to the physical needs of patient/youth in order to ensure comfort;
p. Perform therapeutic interventions in order to assist patient/youth in regaining or improve physical/behavior adaptive skills;
q. Explain treatment procedures and medical instructions; communicate with patients/youth and staff in order to gather information necessary for completing job duties; provide effective communication to patients/youth with disabilities;
r. Identify patient/youth with disabilities in order to ensure reasonable accommodations are provided;
s. Care for patents'/youths' personal property in order to ensure safe storage until it is returned;
t. Assist and follow provider orders during medical exams and treatments;
u. Interview patient/youth to obtain medical information in order to inform provider; prepare patients/youth for medical examinations; escort patient/youth to the exam room from the waiting area with and without the assistance of correctional officers;
v. Observe, document and report clinical symptoms and behavior; record medical history (i.e., test results, vitals) in the health record; prepare exam rooms;
w. Maintain confidentiality when dealing with medical information;
x. Practice universal precautions in order to maintain infection controls;
y. Identify and report possible security breaches that could lead to escape; identify and report

behavior that may signal an impending incident;

z. Schedule patients/youth; inventory medical clinic and office supplies; and assist staff in the counting, distribution, and accounting for all utensils to prevent their use as weapons.

Medical Assistant Qualifications

MAs assigned to CDCR must have the minimum experience outlined below:

1. Minimum of twelve (12) continuous months of experience within the last three (3) years performing services similar in scope to those defined herein, in a public or private medical clinic or office.

2. All MAs must have the required certifications noted herein.

3. All referred personnel must have documentation of completion of a competency validation process meeting the requirements of Title 22, Section 70016 prior to performing the duties required by this agreement.

4. Patient/Youth health care is of paramount importance. Accuracy in communications is critical to ensure timely, correct care is provided. Therefore, any MAs providing services through this Agreement must be proficient in the English language and be able to communicate effectively with CDCR/CCHCS. All MAs must be able to speak, understand oral and written communication, and write effectively, in the English language.

5. Any MAs who fail to meet the minimum qualifications shall not be permitted to perform service. The institutional nursing leadership shall state in writing the reason(s) the MA does not meet minimum qualifications and submit to the Contractor and the CCHCS, Medical Contracts, Contracts Coordination Team. 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 MA identified as not meeting the minimum qualifications.

Licenses, Permits, and Certification Requirements:

Prior to providing services as outlined in this Agreement, Contractor shall:

1. Ensure that each MA shall possess and maintain throughout the term of this Agreement, a valid certification as noted below, in order to perform services in the State of California:

   a. Medical Assistant Certificate from an agency approved by the Department of Consumer Affairs, Medical Board of California to practice as a Medical Assistant;

   b. Certification of training , in accordance with Title 16 California Code of Regulations, Sections 1366.3 and 1366.31;

   c. Current Basic Life Support (BLS) certification from an American Heart Association provider;

   d. Employment Eligibility Verification (I-9) form;

   e. Current copy of Contractor's Clinical competencies/skills Checklist and Clinical Performance Evaluation Checklist, validating the competency of MAs to perform the

duties, as required by this agreement. Failure to provide the competency list will result in refusal of MAs; and

2. Provide copies of any required certification(s) for each MA to the Institution's Chief Executive Officer/Chief Nurse Executive (CEO/CNE) or designee to be kept on file at the Institution/Facility throughout the term of this Agreement. Contractor shall ensure that all required certifications, and any other requirements outlined herein are current and in effect at all times during the term of this Agreement.

3. In the event the required certifications are to expire, Contractor shall provide current/renewed certification(s) to CDCR/CCHCS not less than thirty (30) calendar days prior to their expiration. If, during the course of this Agreement, any of the certifications and/or requirements are found to be inactive or not in compliance, CDCR/CCHCS may withhold payment for services rendered during the expiration period and/or immediately terminate this Agreement.

4. Assume responsibility for verifying through the appropriate licensing boards that no current or unresolved adverse actions have been taken by the State licensing authorities against any MAs assigned to CDCR/CCHCS, and that all certifications are active and void of misconduct. CDCR/CCHCS may, at its discretion, verify the current status of Providers assigned.