HEALTHCARE REGISTRY SERVICES NETWORK MANAGEMENT PROVIDER

The Contractor shall provide the services noted below. CCHCS shall reserve the right to add additional registry service types as needed. The Contractor shall ensure that the minimum requirements and standards noted below are met.

Any terms in this Agreement referring to direction from CDCR/CCHCS shall be construed as providing for direction as to policy and the result of Contractor’s or assigned personnel’s work only, and not as to the means by which such a result is obtained. CDCR/CCHCS does not retain the right to control the means or the method by which Contractor or assigned personnel perform work under this Agreement. Nor shall the Agreement be construed to interfere with, control, or otherwise direct the professional judgment of a health care professional in a manner prohibited under any provision of law.

I. Registry Services Specific to Mental Health Service Delivery

A. Licensed Clinical Social Worker (LCSW)

Under the direction of the Senior Psychologist, Supervisor or Supervising Psychiatric Social Worker and/or the Chief of Mental Health (CMH), the Licensed Clinical Social Worker (LCSW), provides mental health services to mentally ill inmates/wards. Clinical social workers maintain order and supervise the conduct of patient-inmates/youths, protect and maintain the safety of persons and property, and do other related work. The LCSW must be able to work in conditions that require all of the following essential functions:

a. Periodically serves as clinician-of-the-day by being available for on-call during scheduled work days for patient emergencies;
b. Conducts initial mental health evaluations including criminal, psychological, and substance abuse case history to assess inmate’s current needs and make treatment recommendations in the initial evaluation;
c. Conducts clinically sound suicide risk evaluations including clinical review, applying suicide risk assessment protocols, pertinent data/chart reviews, proper documentation and consultations as needed;
d. Meets with mentally ill patient-inmates/youths for crisis intervention, group psychotherapy, face-to-face interviews, etc. May be required to provide clinical, face-to-face interviews at cell fronts in inmate housing units. In some institutions, multi-tiered housing units may require the ability to climb stairs and walk long distances;
e. Identifies the relevant signs and symptoms of psychiatric disorders in order to comprehensively assess, diagnose, and manage the presenting symptoms;
f. Writes clinical reports regarding diagnoses and prognoses and develops treatment plans that reflect the standard of practice;
g. Consults on complex cases with supervisor, treatment team members, and with CDCR institutional health care personnel, and other divisions within the Department;
h. Documents all care provided to the inmate, including face-to-face contacts and Interdisciplinary Treatment Team (IDTTs) meetings;
i. Monitors inmate progress using CDCR Mental Health approved documentation formatting for progress notes;

j. Effectively applies community standard of practice for non-medical treatment modalities and ethical standards;

k. Performs mental status exam (MSE) in face-to-face clinical interviews;

l. Examines prior mental health records, institutional chronos, probation reports, court records and other available documents to assist in the formulation of patient’s diagnosis and aid in the development of the inmate’s treatment plans;

m. Conducts mental health education and develops additional resources for mentally ill and sex offender patient-inmates/youths;

n. Assists patient-inmates/youths in applying for entitlement benefits (SSI), community programs, and services;

o. Facilitates patient-inmates/youths transition between various settings within the institution;

p. Performs pre-release functions for releasing patient-inmates/youths, to include patient education, while facilitating transition to county mental health and community mental health treatment programs.

q. Performs medical social work functions as needed, particularly in CTC setting;

r. Participates in IDTT meetings;

s. Compiles and analyzes data from audits pertaining to the mental health program requirements;

t. Provides information (i.e. appointment documentation, no-shows, etc.) to support staff for data entry;

u. Provides written reports and consults with the Board of Prison Hearings and other CDCR staff;

v. Provides relatives/caregivers with information concerning patients in person, by phone, or by correspondence as approved by the supervisor and only after receiving the patient-inmate/wards’ signed release of information for that specific individual;

w. Develops a therapeutic relationship with the patient-inmates, families and caretakers, as assigned by the supervisor, in order to enhance effective treatment delivery;

x. Represents the Department at formal and informal settings regarding mental health matters related to clinical social work;

y. Protects and maintains safety and security of property; including documentation of unusual occurrences and inventory control of psychological testing material, reference material, computers, and other equipment;

z. Maintains order and supervises the conduct of persons committed to the correctional facility in order to prevent escapes or injury by these persons to themselves or others;

aa. Gives input and helps to implement new programs for the treatment, training or rehabilitation of patient-inmates/youths;

bb. Comprehends and adheres to CA and CDCR law, regulations, policies, and procedures regarding the patient’s confidentiality, written and electronic medical record documentation and the release of patient records;

cc. When conditions are suspected, adheres to mandated reporting requirements pertaining to staff members delivering mental health services, such as reported child abuse, elder abuse, danger to self or other; Tarasoff reporting and other confidentiality mandates.
LCSW’S Qualifications:

LCSWs 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 LCSWs must have the required licenses, permits, and/or certifications noted herein. (Refer to Licenses, Permits, and Certification Requirements).

3. Patient-inmate health care is of paramount importance. Accuracy in communications is critical to ensure timely, correct care is provided. Therefore, any LCSW providing services through this Agreement must be proficient in the English language and be able to communicate effectively with CDCR/CCHCS. All LCSWs must be able to speak, understand oral and written communication, and write effectively, in the English language. Any LCSWs who fail to meet the minimum qualifications shall not be permitted to perform service. The Institution’s CEO/CMH or designee shall state in writing the reason(s) the LCSW 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 LCSW 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 LCSW shall possess and maintain throughout the term of this Agreement, a current and valid license, issued by the California Board of Behavioral Science Examiners 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 LCSW to the Institution’s Chief Executive Officer or Chief of Mental Health (CEO/CMH) 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 LCSWs 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 LCSWs assigned.

B. Psychologist

Under the direction of the Senior Psychologist, Supervisor and/or the chief of Mental Health, the Psychologist provides psychological services to mentally ill inmates/wards. Psychologists maintain order and supervise the conduct of patient-inmates/youths, protect and maintain the safety of persons and property, and do other related work. The Psychologist must be able to work in conditions that require all of the following essential functions:

a. Must be able to periodically serve as clinician-of-the-day by being available for on-call during scheduled work days for patient emergencies;

b. Expected to work effectively and cooperatively with staff from all classifications in order to enhance the quality of professional working relationships;

c. Conducts initial mental health evaluations including criminal, psychological, and substance abuse case history to assess inmate’s current needs and make treatment recommendations in the initial evaluation;

d. Conducts clinically sound suicide risk evaluations including clinical review, applying suicide risk assessment protocols, pertinent data/chart reviews, proper documentation and consultations as needed;

e. Meets with mentally ill inmates/wards for crisis intervention, group psychotherapy, face-to-face interviews, etc. May be required to provide clinical, face-to-face interviews at cell fronts in inmate housing units. In some institutions, multi-tiered housing units may require the ability to climb stairs and walk long distances;

f. Identify the relevant signs and symptoms of psychiatric disorders in order to comprehensively assess, diagnose, and manage the presenting symptomatology;

g. Effectively applies psychological assessments in the selection, administration, scoring and interpretation of the continuum of psychological tests;

h. Writes clinical reports regarding diagnoses, prognoses and develops treatment plans that reflect the standard of practice;

i. Consults on complex cases with supervisor, treatment team members, and with CDCR institutional health care personnel, and other divisions within the Department;

j. Documents all care provided to the inmate, including face-to-face contacts and Interdisciplinary Treatment Team (IDTTs) meetings;

k. Monitors inmate progress using *Subjective Assessment Plan Evaluation* (SOAPE) formatted progress notes;

l. Effectively applies community standard of practice for the selection and effective implementation of psychological treatment modalities and maintains ethical standards;

m. Performs mental status exam (MSE) in face-to-face clinical interviews;

n. Examines prior mental health records, institutional chronos, probation reports, court records and other available documents to assist in the formulation of patient’s diagnosis and aid in the develop of the inmate’s treatment plans;
o. Establishes collaborative ties with community programs, groups, agencies, board and care homes, etc. to develop supportive community relationships as assigned and approved by the supervisor;

p. Conducts mental health education and develop additional resources for mentally ill and sex offender inmates/wards;

q. Assist patient-inmates/youths in applying for entitlement benefits (SSI), community programs, and services;

r. Participates in IDTT meetings;

s. Compiles and analyzes data from audits pertaining to the mental health program requirements;

t. Provide information (i.e. appointment documentation, no-shows, etc.) to support staff for data entry;

u. Provides written reports and consults with the Board of Prison Hearing and other CDCR staff;

v. Provide relatives/caregivers with information concerning patients in person, by phone, or by correspondence only after receiving the inmate’s signed release of information for that specific individual;

w. Develop a therapeutic relationship with the patient-inmates/youths, families and caretakers, as assigned and approved by the supervisor, in order to enhance effective treatment delivery;

x. Represents the Department at formal and informal settings regarding mental health matters;

y. Maintains order and supervises the conduct of persons committed to the correctional facility in order to prevent escapes or injury by these persons to themselves or others;

z. Gives input and helps to implement new programs for the treatment, training or rehabilitation of patient-inmates/youths;

aa. Comprehends and adheres to CA and CDCR law, regulations, policies, and procedures regarding the patient’s confidentiality, written and electronic medical record documentation and the release of patient records;

bb. When conditions are suspected, adheres to mandated reporting requirements regarding CA Psychologists such as reported child abuse, elder abuse, danger to self or other; Tarasoff reporting and other confidentiality mandates.

**Psychologist Qualifications:**

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

1. Psychologist: 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 Psychologists must have the required licenses, permits, and/or certifications noted herein. (Refer to Exhibit A, Section 4 – Licenses, Permits, and Certification Requirements).

3. Patient-inmate/wards health care is of paramount importance. Accuracy in communications is critical to ensure timely, correct care is provided. Therefore, any licensed Psychologist providing services through this Agreement must be proficient in the English language and be able to communicate effectively with CDCR/CCHCS. All Psychologists must be able to speak, understand oral and
written communication, and write effectively, in the English language. Any Psychologist who fails to meet the minimum qualifications shall not be permitted to perform service. The Institution’s/Facility’s CEO/CMH or designee shall state in writing the reason(s) the Psychologist 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 Psychologist 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 Psychologist shall possess and maintain throughout the term of this Agreement, a current and valid license, issued by the California Board of Psychology, 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 Psychologist to the Institution’s/Facility’s CEO/CMH 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 Psychologist 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 Psychologist assigned.

**C. Psychiatrist**

Under the clinical direction of the Chief Psychiatrist/Senior Psychiatrist or designee, and the administrative direction of the Chief of Mental Health, Psychiatrists provide extensive psychiatric services or work in a review, evaluation, or consultative capacity. Psychiatrists may work in any of the State correctional institutions/facilities and provide direct patient psychiatric services to mentally ill inmates/wards. Psychiatrists may also be used in headquarters or field offices in a review and/or consultative capacity.

a. Meet with mentally ill patient-inmates/youths for crisis intervention, face-to-face interviews, etc. Must be able to provide clinical face-to-face interviews at
cell fronts in inmate housing units. In some institutions, multi-tiered housing units may require the ability to climb stairs and walk long distances;
b. Conduct initial mental health evaluations including criminal, psychiatric, and substance abuse case history to assess inmate’s/wards’s current needs and make treatment recommendations in the initial evaluation;
c. Conduct clinically sound suicide risk evaluations including clinical reviews, applying suicide risk assessment protocols, pertinent data/chart reviews, proper documentation and consultations as needed;
d. Participate in Interdisciplinary Treatment Team (IDTT) meetings;
e. Document all care provided to the patient-inmate/ward, including face-to-face contacts and IDTT meetings;
f. Monitor inmate/ward progress using Subjective, Objective, Assessment, Plan and Education (SOAPE) formatted progress notes;
g. Effectively applies community standard of practice for psychiatric treatment modalities and ethical standards;
h. Perform mental status exam (MSE) in face-to-face clinical interviews;
i. Identify the relevant signs and symptoms of medical/psychological disorders in order to comprehensively diagnose, access and manage the presenting symptomatology;
j. Examine prior mental health records, institutional chronos, probation reports, court records and other available documents to assist in the formulation of patient’s diagnosis and aid in the development of the inmate’s/ward’s treatment plans;
k. Review, examine and diagnose psychiatric patients of all ages and patient records and files in mental health programs to determine progress, effectiveness and/or appropriateness of treatment services;
l. Consult, as necessary, with supervising psychiatrist on unusual, complex, or serious cases, or present such cases to a clinical conference for advice or decision;
m. Provide clinical consultation to psychiatric staff on unusual, complex or serious problems and cases where technical expertise is needed;
n. Prescribe medication as deemed appropriate for treatment;
o. Interpret laboratory results and make clinically appropriate referrals to medical services, as appropriate;
p. Determine type of psychiatric and general medical treatment needed;
q. Prescribe changes in treatment when indicated;
r. When conditions are suspected, adhere to mandated reporting requirements regarding California Psychiatrists, including, but not limited to, reported child and elder abuse, danger to self or others, duty to warn (Tarasoff) reporting and other confidentiality mandates;
s. Develop a therapeutic relationship with the patient-inmate’s/ward’s families and caretakers to enhance effective treatment delivery;
t. Work in consult with primary care medicine in identifying and managing co-occurring, co-morbid and treatment related medical conditions;
u. Make clinical rounds and review progress of patients, including assessments in inmate/ward housing units;
v. Serve periodically as psychiatrist-of-the-day for on-call/call back during weekend and off-hours for patient emergencies, Mental Health Crisis Beds follow up, and 5-day follow ups;
w. Administer psychiatric treatment with assistance, as necessary, from other health care providers;
x. Maintain order and supervise the conduct of persons committed to the correctional facility in order to prevent escapes or injury by these persons to themselves or others;
y. Wear personal protective equipment, clothing and breathing apparatus to prevent injuries and exposures to blood/air borne pathogens;
z. Participate in committees and Quality Improvement Teams:
   aa. Compile and analyze data from audits pertaining to the mental health program requirements;
   bb. Provide information (i.e. appointment documentation, no-shows, etc.) to support staff for data entry;
   cc. Protect and maintain safety and security of property, including documentation of unusual occurrences and inventory control of psychological testing material, reference material, computers, and other equipment;
   dd. Give input and help to implement new programs for the treatment, training or rehabilitation of patient-inmates/youths as directed by the CEO/CMH, Chief Psychiatrist, Senior Psychiatrist or designee;
   ee. Instruct health care providers, and staff assigned for special training on the principles and practices of psychiatry.

**Telemicine Psychiatry Services:**

Under the direction of the Statewide Chief of Psychiatry support and coordination of the Office of Telemedicine Services (OTS), all telemedicine visits/clinics will adhere to patient-inmate confidentiality and privacy policies, Health Insurance Portability and Accountability Act (HIPAA), and Health Information Technology for Economic and Clinical Health (HITECH) and Confidentiality of Medical Information Act (CMIA) requirements. The Telemedicine Psychiatrist must be available for the clinic schedule specific to the institution and they shall ensure that all scheduled services are delivered at the time scheduled, unless unavoidable circumstances occur. The Telemicine Psychiatrist shall also refer to and utilize the CDCR Correctional Formulary or obtain non-formulary approval for medications not listed via the CDCR Request for Non-Formulary Medications, form 7374, and they must receive official program guide training before initiating Telemicine Psychiatry Services as well as attend in-service training when requested by the institutional leadership or OTS. On-site medical record information on each patient-inmate seen via telemedicine must be maintained by the Telemicine Psychiatrist and comply with the requirements of CDCR, HIPAA, HITECH, and CMIA. In addition, all equipment and connectivity to perform telemedicine must meet the CDCR established and approved methods and specifications, and it shall meet or exceed the Information Technology (IT) security standards established by CCHCS based upon the International Standards Organization (ISO) 27002 standard and the National Institute of Standards and Technology (NIST) 800 series.

**Telephonic Psychiatry On-call/Standby Services:**

Services are defined as the express requirement that a psychiatrist be available by telephone during off-duty hours to receive communication regarding a mental health need. On-call services will be provided on an as-needed basis. Services will be utilized to temporarily fill telephone on-call functions due to staff vacancies and/or sick leave replacement of CDCR psychiatrists. The telephone on-call assignment will be mutually agreed upon between the Contractor and Institution. The rate of compensation for on-call assignment shall be fifty dollars ($50.00) per hour. In the
event the Psychiatrist is unable to maintain on-call status, Contractor shall provide twenty-four (24) hours prior notification to the institution of the Psychiatrist’s absence. Contractor shall provide, to the institution’s representative, the next available Psychiatrist listed on Contractor’s registry. For the duration of the on-call Psychiatrist’s absence, Contractor shall maintain an updated listing of available Psychiatrists, and shall provide this information, in writing, to the institution’s representative.

On-call time periods are as follows:

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The Psychiatrist must be available by pager at all times while on telephone on-call status. Pagers are prohibited in inmate-accessible areas under CDCR Operations Manual (DOM), Section 49020.17.6, and thus must have prior authorization from the Information Security Officer (ISO) to bring said device into any institution/facility. The Psychiatrist shall provide services within one-half (1/2) hour of initial pager contact. The request for on-call services shall be documented in writing by the institution’s Chief Psychiatrist, Senior Psychiatrist or designee.

**Psychiatrist Qualifications:**

Providers assigned to CDCR must have the following qualifications:

1. All Psychiatrists must have the required licenses, permits, and/or certifications noted herein. (Refer to Exhibit A, Section 4 – Licenses, Permits, and Certification Requirements).

2. All Psychiatrists require possession of a valid certificate in psychiatry issued by the American Board of Psychiatry and Neurology (ABPN) or American Osteopathic Board of Neurology and Psychiatry (AOBNP) or the Royal College of Physicians and Surgeons of Canada (RCPSC); OR

Satisfactory completion of specialized training requirements in psychiatry programs that are either accredited by the Accreditation Council for Graduate Medical Education (ACGME), Bureau of Osteopathic Education of the American Osteopathic Association (AOA), or certified by the Royal College of Physicians and Surgeons of Canada (RCPSC), using one of the following patterns of training:

a. Completion of a four-year residency program in psychiatry accredited by the ACGME, AOA, or certified by the RCPSC. (Exception: Any applicant who completed a residency program in psychiatry that was accredited by the ACGME, or the Bureau of Osteopathic Education of the AOA, or certified by the Royal College of Physicians and Surgeons of Canada at the time the applicant completed the residency will qualify under this
pattern of training upon Department of Corrections and Rehabilitation verification that all residency requirements were successfully completed, and if all other requirements are met);

OR

b. Completion of a broad-based clinical year in an ACGME-accredited or AOA-accredited or RCPSC-certified training program in internal medicine, family medicine, or pediatrics; or an ACGME-accredited or AOA-accredited or RCPSC-certified transitional year program that included a minimum of four months of primary care; or an ACGME-accredited or AOA-accredited or RCPSC-certified residency in a clinical specialty requiring comprehensive and continuous patient care;

AND

Three years of postgraduate, specialized residency training in an ACGME-accredited or AOA-accredited or RCPSC-certified psychiatry program.

3. Juvenile Justice Facilities require psychiatrists to have 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.

4. Patient-inmate/ward health care is of paramount importance. Accuracy in communications is critical to ensure timely, correct care is provided. Therefore, any licensed Psychiatrists providing services through this Agreement must be proficient in the English language and be able to communicate effectively with CDCR/CCHCS. All Psychiatrists must be able to speak, understand oral and written communication, and write effectively, in the English language. Any Psychiatrist who fails to meet the minimum qualifications shall not be permitted to perform service. The CEO/CMH, Chief Psychiatrist, Senior Psychiatrist or designee shall state in writing the reason(s) the Psychiatrist does not meet minimum qualifications and submit to the Contractor and the CCHCS, Direct 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 Psychiatrist 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 Psychiatrist 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. Psychiatrist must be a Medical Doctor or Doctor of Osteopathy (M.D./D.O), be Board Eligible or Board Certified in psychiatry, maintain Basic Life Support (BLS) certification, maintain current Drug Enforcement Administration (DEA) Certification and maintain active CCHCS credentialing status.
2. 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 prior to the bid opening date. A copy of the FNP must be submitted to CDCR prior to contract approval.

3. Provide copies of any required license(s), permits, and/or certification(s) for each Psychiatrist to the CEO/CMH/CMO or designee to be kept on file at the Institution/Facility throughout the term of this Agreement. Contractor agrees that its medical and professional Psychiatrists 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.

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, the Psychiatrist 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.

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 Psychiatrist 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 Psychiatrists.

II. Registry Services Specific to Dental Service Delivery

A. Registered Dental Assistant / Dental Assistant

Under the direction of the Supervising Dentist, Supervising Dental Assistant, Dental Health Program Manager III or designee, for purposes of this Agreement the CDCR/CCHCS designee must be a civil service employee. The Supervising Dentist or designee provides professional oversight and the Supervising Dental Assistant has administrative responsibility for services rendered. Minimum requirements and services to be provided by the Registered Dental Assistant and the dental assistant under this Agreement are defined by Section 1740-1777 of the California Dental Practice Act.
Registered Dental Assistant/ Dental Assistant Qualifications:

Dental Assistants’ assigned to CDCR must have the minimum experience outlined below:

1. Minimum of sixteen (16) continuous months of experience within the last 24 months performing services similar in scope to those defined herein, in a public or private Institution/Facility. Internship does not count towards the required experience.

2. All Registered Dental Assistants / Dental Assistants must have the required licenses, and/or certifications noted herein. (Refer to Licenses, Permits, and Certification Requirements).

3. Patient-inmates/youths dental health care is of paramount importance. Accuracy in communications is critical to ensure timely, correct care is provided. Therefore, any Dental Assistant providing services through this Agreement must be proficient in the English language and be able to communicate effectively with CDCR/CCHCS. All Dental Assistants must be able to speak, understand oral and written communication, and write effectively, in the English language. Any Dental Assistant who fails to meet the minimum qualifications shall not be permitted to perform service. The Institution's/Facility’s HPMIII/SD/SDA or designee shall state in writing the reason(s) the Dental Assistant 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 Dental Assistants 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 Registered Dental Assistant shall possess throughout the term of this Agreement a valid California Dental Radiation Safety Certificate from the Department of Consumer Affairs, Dental Board of California, and a Registered Dental Assistant License. Copies of a valid Radiation Safety Certificate and Registered Dental Assistant licenses for each Registered Dental Assistant shall be provided to the HPMIII or designee and kept on file at the Institution throughout the term of this Agreement.

2. Ensure that each Dental Assistant shall possess a valid California Dental Radiation Safety Certificate. Copies of a valid Radiation Safety Certificate for each Dental Assistant shall be provided to the HPMIII or designee and kept on file at the Institution throughout the term of this Agreement.

3. Contractor shall ensure that all required licenses, 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 and/or certifications are to expire, Contractor shall provide current/renewed license(s), and/or certification(s) to HPMIII or designee 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 Registered Dental Assistant or Dental Assistant 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 Registered Dental Assistants and Dental Assistants assigned.

B. Dental Hygienist

Under the direction of the SD or designee, the Dental Hygienist shall provide services as permitted within the scope of practice for a Registered Dental Hygienist, in accordance with Federal and State laws and regulations and institution’s policies and procedures.

Dental Hygienist Qualifications:

Dental Hygienist assigned to CDCR must have the minimum experience outlined below:

1. Minimum of sixteen continuous months of experience similar in scope to those defined herein, in a public or private institution. Breaks between employments shall not exceed four weeks within the 24 months prior to the date of commencement of service with the CDCR.

2. All assigned personnel must have the required licenses, and/or certifications noted herein. (Refer to Licenses, Permits, and Certification Requirements).

3. Patient health care is of paramount importance. Accuracy in communications is critical to ensure timely, correct care is provided. Therefore, any Dental Hygienist providing services through this Agreement must be proficient in the English language and be able to communicate effectively with CDCR. All Dental Hygienists must be able to speak, understand oral and written communication, and write effectively, in the English language. Any Dental Hygienists who fail to meet the minimum qualifications shall not be permitted to perform service. The HPM III or designee shall state in writing the reason(s) the Dental Hygienist does not meet minimum qualifications and submit to the Contractor and the CCHCS, Direct Medical Contacts, Contracts Management Unit. After notification of failure to meet minimum qualifications has been provided, CDCR shall not pay the Contractor for any additional hours worked by the Dental Hygienist 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 Dental Hygienist shall possess and maintain throughout the term of this Agreement, a current and valid license, issued by the State of California, Dental Hygiene Committee of California, in order to perform services in the State of California.

2. Contractor shall provide copies of any required license(s), and/or certification(s) for each Dental Hygienist to the Institution’s HPM III 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, 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, and/or certifications are to expire, Contractor shall provide current/renewed license(s), and/or certification(s) to CDCR not less than thirty 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 Dental Hygienist assigned to CDCR, and that all licenses are active and void of misconduct. CDCR may, at its discretion, verify the current status of Dental Hygienist assigned.

C. Dentist

Under the supervision of the Supervising Dentist or designee, the Dentist is the clinical leader of the Dental Assistant. Services provided must be based on dental necessity and effective to protect life, prevent significant illness or disability, or alleviate severe pain that significantly disables the patient from reasonable independent function. CDCR shall defer services if the health care service is non-essential or could safely be deferred until the inmate/patient is released from custody, when he/she is able to arrange for services for himself/herself. Contractor shall ensure that all ordered dental services and proposed surgical procedures shall be scheduled consistent with the severity of the dental need. Once scheduled, services shall be delivered at the time scheduled, unless unavoidable circumstances occur.

Dentist Qualifications:

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

1. Minimum of twenty four continuous months of experience similar in scope to those defined herein, in a public or private institution. Breaks between employments shall not exceed four weeks within the 30 months prior to the date of commencement of service with the CDCR.
2. All assigned personnel must have the required licenses, and/or certifications noted herein. (Refer to Licenses, Permits, and Certification Requirements).

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

**Licenses, Permits, and Certification Requirements:**

Prior to providing Dentist services as outlined in this Agreement, Contractor shall comply with the following requirements:

1. Contractor shall make certain that each dentist referred to the institution by the Contractor shall have a current and valid license issued by the Dental Board of California. A current and valid copy shall be provided to the institution’s HPM III.

2. Contractor is responsible for verifying through the appropriate licensing board that no adverse action has been taken by state licensing authorities against any personnel 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 dentist(s).

3. Contractor shall provide copies of license(s) and certification(s) for each assigned personnel to the SD or designee to be kept on file at the institution throughout the term of this agreement. Contractor shall ensure that all licenses, permits, certifications, dental clinical skills, and other requirements as outlined herein are current and in effect at all times during the term of this agreement.

4. 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.