

AGREEMENT

1. **DESCRIPTION OF SERVICES.**

1.01 **Services to Be Provided.**

1.01.1 CONTRACTOR shall provide psychiatric hospital services pursuant to section 5775 et seq. of the California Welfare and Institutions (W&I) Code, other applicable federal and state regulations, Behavioral Health Services (BHS) policies MHP 27:00 (Psychiatric Hospitalizations), MHP 36:00 (Definitions of Significant and Probability), and other BHS policies and Madera County Network Provider Manual which are available on COUNTY's website, maderacounty.com, under "Behavioral Health Services." CONTRACTOR will abide by the authorization procedures as designated by COUNTY in rendering services to CLIENT. CONTRACTOR shall follow State Guidelines. COUNTY shall not deny payment for services that meet Medi-Cal guidelines once services have been provided in good faith.

1.01.2 **"5150" Facility.** Madera County Board of Supervisors shall designate CONTRACTOR as a "5150" facility so that CONTRACTOR's physicians may detain, as clinically indicated, by authorized COUNTY-referral staff. Once CLIENTS are admitted by CONTRACTOR into the inpatient psychiatric facility, CONTRACTOR shall provide to CLIENTS up to seventy-two (72) hours of involuntary evaluation and treatment, as provided in W&I Code section 5150 et seq., and any further period of involuntary treatment as required.

1.01.3 **Advance Consultation Regarding Inpatient Psychiatric Services.** CONTRACTOR, through its Medical Director or his/her designee, shall make reasonable

efforts, prior to delivery of inpatient psychiatric services, to consult with designated COUNTY staff on treatment matters, however, when inpatient psychiatric services are immediately indicated, CONTRACTOR shall provide such services without advance consultation. County should be notified of a client's admission within 24 hours of admission.

1.02 **Protection of Rights.** CONTRACTOR agrees to notify CLIENTS of their right to file a grievance regarding services as provided in BHS policy MHP 07:00 (Beneficiary Rights) which is located on COUNTY's website, maderacounty.com, under "Behavioral Health Services."

1.03 **Non-Psychiatric Related Medical Services.** CONTRACTOR shall provide CLIENTS with access to non-psychiatric related medical services as are clinically indicated including, but not limited to, nonemergency, surgical, laboratory, pharmacy, emergency medical services, transportation to needed off-site services and bilingual/bicultural programming. COUNTY is not responsible for any non-psychiatric services.

1.04 **Participation in Planning and Discharge Decisions.** Designated COUNTY staff shall participate in the planning of the services CONTRACTOR shall provide to CLIENTS. Designated COUNTY staff shall participate with CONTRACTOR's staff in making discharge plans for CLIENTS.

1.05 **Admission for Services.** The decision to admit CLIENTS referred for treatment by designated COUNTY staff is at the sole discretion of CONTRACTOR. Prior to transporting any CLIENT, designated COUNTY staff shall contact CONTRACTOR to determine whether space is available.

2. **RIGHTS OF PERSONS INVOLUNTARILY DETAINED.** CONTRACTOR shall comply with applicable laws, regulations and state policies relating to patients' rights, including W&I Code sections 5325 through 5331 and Title 9, section 860 et seq. of the California Code of Regulations, regarding the rights of persons involuntarily detained.

3. **PAYMENTS TO CONTRACTOR.**

3.01 **Invoice Submission.** Invoices must be submitted within sixty (60) days from discharge date for which the invoiced services were provided.

3.02 **Basis for Claims.** Claims for payment shall be based on complete and timely documentation in the CLIENT's chart, an appropriate and medically necessary diagnosis, accurate activity code(s), and all other required documentation. Claimed services shall be provided and documented upon timely assessment and a CLIENT plan for treatment that is completed and updated in accordance with applicable federal and state regulations and with applicable COUNTY Behavioral Health Services policies.

3.03 **Rate Changes.** Both parties understand that the approved basic rate may change during the term of this Agreement, and the new basic rate will be the approved rate adopted by the CONTRACTOR local Board of Supervisor and/or CONTRACTOR local MHP. If the approved basic rate is changed during the term of this Agreement, the new rate shall be used to determine the amount which COUNTY shall pay to CONTRACTOR for services provided under this Agreement. The provisions of this section are self-executing upon change in the basic rate.

4. **RECORDS, REPORTING, AUDITS.**

4.01 **24 Hr. Acute Facilities shall submit the following to COUNTY:** the

DHCS Cost Report and/or CMS 2552-96 Hospital Cost Report. The reports must be submitted forty-five (45) days before the State deadline.

4.02 **Exceptions and Disallowances.**

4.02.1 **Medical Necessity.** If COUNTY plans a CLIENT's admission to a facility, and the State later determines an audit exception exists on the basis of a lack of medical necessity, then COUNTY shall be financially responsible for the CLIENT's admission.

4.03 **Appeal Recoupment.** CONTRACTOR's appeal shall be in accordance with the policies and procedures of BHS policies MHP 27:00 (Psychiatric Hospitalizations) and MHP 34:00 (Provider Complaint and Appeal Process) which are located on COUNTY's website, maderacounty.com, under "Behavioral Health Services."