

MADERA COUNTY MASTER CONTRACT NO. 20
Attachment E – Organization Provider

AGREEMENT

1. **DESCRIPTION OF SERVICES.**

1.01 **Organization Provider:** Provides specialty mental health services other than psychiatric inpatient hospital services or psychiatric nursing facility services; must have a licensed Head of Services; the service delivery staff may include licensed, waiver and para professionals.

1.02 **Services.** CONTRACTOR shall provide specialty mental health services, which include Short-Term Residential Therapeutic Program (STRPs), day services and/or outpatient services to Medi-Cal beneficiaries, indigent residents who may be covered by other third party payors, as described in Department of Health Care Services (DHCS) Mental Health and Substance Use Disorder Services Division (MHSUDS) Bulletins, Information Notices and Letters, which are available at the DHCS website, dhcs.ca.gov and/or in the Network Provider Manual, which is available on COUNTY's website, maderacounty.com, under "Behavioral Health Services."

1.03 **Prior Authorizations.** Prior authorization(s) from COUNTY, which specifies the number of CLIENT contacts during a specified authorization period is required. COUNTY shall not be obligated to compensate CONTRACTOR for services rendered during a non-authorized period for services provided in excess of an authorized period, or services in excess of number of authorized, pursuant to the terms and conditions of this Agreement, and as described in the Network Provider Manual, prior to the time services are rendered.

1.04 **Medication Support.** Is limited to services provided by a psychiatrist only.

1.05 **Crisis Intervention.** COUNTY MHP requires notification within twenty-four (24) hours of any crisis intervention service provided.

1.06 **Therapeutic Behavioral Services (TBS).** TBS Services must be prior authorized by the Treatment Team, see BHS Policy CLN: 9:00 Therapeutic Behavioral Services (TBS) which is located on COUNTY's website, maderacounty.com, under "Behavioral Health Services." Additional information can be found in DHCS Policy Letters and Informational Notices, which are available at the DHCS website. CONTRACTOR shall take all appropriate actions to ensure that no person employed by CONTRACTOR to provide services under this Agreement shall have committed, or been convicted of, any form of child abuse.

1.07 **Intensive Home Based Services (IHBS).** IHBS Services must be prior authorized by the Treatment Team see Network Provider Manual, which is located on COUNTY's website, maderacounty.com, under "Behavioral Health Services." Additional information can be found in DHCS Policy Letters and Informational Notices, which are available at the DHCS website. CONTRACTOR shall take all appropriate actions to ensure that no person employed by CONTRACTOR to provide services under this Agreement shall have committed, or been convicted of, any form of child abuse.

1.08 **Wraparound Services.** Wraparound Services must be prior authorized see Network Provider Manual, which is located on COUNTY's website, maderacounty.com, under "Behavioral Health Services." Additional information can be found in DHCS Policy Letters and Informational Notices, which are available at the DHCS website. CONTRACTOR shall take all appropriate actions to ensure that no person employed by CONTRACTOR to provide services under this Agreement shall have

committed, or been convicted of, any form of child abuse.

1.09 **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.

1.010 **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.

1.011 **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."

2. **LICENSES.**

2.01 CONTRACTOR shall abide by the Bronzan-McCorquodale Act (Welfare and Institutions (W&I) Code, Division 5, Part II, section 5600 et seq.), Title 9 and Title 22 of the California Code of Regulations (CCR), the facility appropriate licensed department, which, may include the Department of Social Services (DSS) including DSS Letters and Notices, and DHCS including DHCS MHSUDS Bulletins, Information Notices and Letters.

2.02 CONTRACTOR shall furnish COUNTY, within thirty (30) days of execution of this Agreement, and/or the hiring of a new provider; the Treatment Staff Roster,

including license number, National Provider Identifier (NPI) and/or evidence of credentialing. CONTRACTOR shall also abide by the DHCS/MHP contract provisions regarding Day Services.

3. **TITLE TO PROPERTY PURCHASED OR LEASED.** This section applies to CONTRACTOR with compensation of actual cost.

3.01 **Property Interest.** CONTRACTOR must obtain written approval by COUNTY Director of Behavioral Health Services for any new equipment, furniture, and lease equipment in excess of Five Thousand Dollars (\$5,000.00). These items shall be considered Program equipment and/or property. CONTRACTOR has conditional title to all equipment purchase. At the termination of the Agreement, COUNTY will have first right of refusal.

3.02 **Property Ownership.** Upon expiration or termination of this Agreement or successor agreements, title to and possession of all non-expendable personal property, shall become property of COUNTY.

3.03 **Cost Recover.** Cost Recover will comply with the Program funding sources requirement. Medi-Cal and other federal funding sources must be recovered through straight-line depreciation over the life of the property as specified in "Table of Class Lives and Recovery Periods" in IRS Publication 946, "How to Depreciate Property."

3.04 **Inventory.** CONTRACTOR shall provide COUNTY with an inventory of all Program purchase property annually by June 30.

4. **PAYMENTS TO CONTRACTOR.**

4.01 **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.

4.02 **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 determined and modified as needed by mutual agreement. 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.

4.03 **Adjustments to Rate.** CONTRACTOR and COUNTY may negotiate adjustments to the daily rate when a CLIENT requires increased services for medical conditions, behavioral problems, or psychiatric acuity. The provisions of this section are self-executing upon mutual agreement between COUNTY and CONTRACTOR.

4.04 **Account Receivable.** CONTRACTOR is responsible for billing Medicare. CONTRACTOR shall not seek payment from any other source, and shall not seek compensation directly from CLIENT. CONTRACTOR invoice to COUNTY will be net of amount of any Medicare and third party payment received.

5. **RECORDS, REPORTING, AUDITS.**

5.01 **Facilities shall submit the following to COUNTY:** CONTRACTOR receiving \$60,000 annually of Medi-Cal reimbursements shall submit an audited end-of-year financial statement. The reports must be submitted forty-five (45) days before the state deadline.