

MADERA COUNTY MASTER CONTRACT NO. 20
Attachment K – Community and Outreach Services

AGREEMENT

1. **EXCEPTION TO THE CONTRACT.** CONTRACTOR shall adhere to all terms and conditions of Madera County Master Contract No. 20, except the following, which shall not apply to this Agreement:

1.01 Section 5 Compliance with Quality Assurance/Improvement and Utilization Review.

2. **DESCRIPTION OF SERVICES.**

2.01 **Services to Be Provided.**

2.01.1 CONTRACTOR shall offer the services provided in this Agreement to Madera County Residents as community based and outreach services rather than traditional therapeutic specialty mental health services.

2.01.2 CONTRACTOR and COUNTY Director of Behavioral Health Services (BHS) shall agree to the days and hours to be worked by CONTRACTOR which may be modified by mutual agreement in writing.

2.01.3 CONTRACTOR must work within its scope of practice as defined in QMP 28:00 Provider Staff Education and Experience Requirements, Title 9 CCR sections 623 through 630, and/or Title 9 CCR section 1810.254.

2.01.4 CONTRACTOR and COUNTY Director of BHS shall agree to a staffing allocation.

2.01.5 CONTRACTOR shall provide specialty mental health services to COUNTY residents as authorized above.

2.01.5.1 The services provided would be stakeholder driven to

meet the needs of the underserved population.

2.01.5.2 These services may include but are not limited to support, education, training, conflict resolution and process for working through any interpersonal conflicts, support for system navigation and community resources, daily life skills training, and social skills.

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

3.01 **Property Interest.** CONTRACT must obtain written approval by COUNTY Director of BHS 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 the 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 submission and general accounting practices documentation with accurate activity, and all other required documentation. Claimed services shall be provided and documented in accordance with applicable federal and state regulations and with applicable BHS policies.

4.02 **Rate Changes.** Both parties understand that the approved rate may change during the term of this Agreement, and 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 approved rate.

4.03 **Account Receivable.** CONTRACTOR shall not seek payment from Medicare or any other source, and shall not seek compensation directly from CLIENT. CONTRACTOR invoice to COUNTY will be net of the amount of any third party payment received.