

**AGREEMENT**

1. **DESCRIPTION OF SERVICES.**

1.01 **Network Provider.** A Network Provider is a licensed mental health professional whose scope of practice permits the provision of specialty mental health services and psychotherapy directly to CLIENTS without supervision. This provider type includes Individual and Group Providers. A Group Provider is an independent practice association, or hospital outpatient department. CONTRACTOR may provide these services in an inpatient or outpatient setting. However, all services must have prior authorization

1.02 **Services.** CONTRACTOR shall provide outpatient specialty mental health services to Medi-Cal beneficiaries only. The services are part of the statewide Medi-Cal Program and may be further limited by the current COUNTY Behavioral Health Services (BHS) Network Provider Manual, together with any amendments or changes to the manual, incorporated herein by reference and available on COUNTY's website, [maderacounty.com](http://maderacounty.com) under "Behavioral Health Services." Services must be rendered by a contractor who meets the appropriate requirements to provide covered services. CONTRACTOR will comply with the 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](http://dhcs.ca.gov).

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 services, 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](http://maderacounty.com), under "Behavioral Health Services." Additional information can be found in the DHCS MHSUDS Bulletins, Information Notices and Letters, 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](http://maderacounty.com), under "Behavioral Health Services." Additional information can be found in the 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 **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.

1.09 **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](http://maderacounty.com), under "Behavioral Health Services."

2. **LICENSES.** CONTRACTOR shall furnish COUNTY, within thirty (30) days of execution of this Agreement, and/or the hiring of new staff, a copy of 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 Specialty Mental Health Services.

3. **STORING AND DISPENSING MEDICATION.** When applicable, CONTRACTOR shall store and dispense medications in compliance with applicable state and federal laws and regulations.

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 BHS policies.

4.02 **Rate Changes.** Both parties understand that the approved rate may change

during the term of this Agreement. If the approved 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 approved rate.

4.03 **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 of net amount of any Medicare and third party payment received.