

MADERA COUNTY MASTER CONTRACT NO. 20
(Behavioral Health Services: Master Services Agreement)

AGREEMENT

1. **DESCRIPTION OF SERVICES.** COUNTY hereby engages CONTRACTOR to provide services to COUNTY's Medi-Cal beneficiaries and indigent residents who are not covered by other third-party payors ("CLIENTS") as provided in the Master Contract Cover Sheet, any Attachment(s) specified in the Master Contract Cover Sheet, as follows:

1.01 **Facility.** CONTRACTOR shall maintain a safe facility which will provide an environment conducive to the treatment of CLIENTS. This facility shall include, but not be limited to, adequate space and patient access to the patients' rights advocate, family members and visitors.

1.02 **Safe and Accessible Facility.** CONTRACTOR shall maintain, at its own expense, a safe facility in which services are provided to CLIENTS. All services shall be rendered in a facility which complies with facility access for disabled persons as required by Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and related California statutes.

1.03 **Services to Be Provided.** CONTRACTOR shall provide services to CLIENTS who are referred to the facility by designated COUNTY staff, on a space available basis. All services provided to CLIENTS must be pre-authorized by COUNTY. COUNTY shall use its best efforts to provide CONTRACTOR with such CLIENT information as is reasonably necessary to aid CONTRACTOR in providing treatment to CLIENTS. COUNTY shall notify CONTRACTOR, prior to admission, of the need for additional non-standard equipment. CONTRACTOR will not be responsible for CLIENT'S admission or discharge transportation.

1.04 **Protection of Rights.** CONTRACTOR agrees to protect the rights of CLIENTS admitted for services in compliance with state and federal law. CONTRACTOR shall comply with all relevant rules, regulations, statutes, and COUNTY policies and procedures related to individuals' rights to a complaint process and timely complaint resolution. CONTRACTOR shall comply with the Mental Health Plans ("MHPs"), Medi-Cal beneficiary, Mental Health Services Act, and/or Standard Drug Medi-Cal ("DMC") Program problem resolution process. Nothing in this Agreement shall prevent Medi-Cal beneficiaries from utilizing the MHPs and other rights and processes regarding complaints and grievances, which are guaranteed by statute.

1.05 **Clinical Records.** CONTRACTOR's individual records shall contain intake information, interviews and progress notes. Clinical records shall contain details adequate for the evaluation of the service, as identified in the Network Provider Manual which is available on COUNTY's website, maderacounty.com, under "Behavioral Health Services" and incorporated herein by reference, together with any amendments or changes to the manual, and when rendered by a CONTRACTOR who meets the appropriate requirements to provide covered services.

2. **LAWS, LICENSES, PERMITS AND REGULATIONS.** CONTRACTOR and COUNTY agree to comply with all state and federal laws and regulations that pertain to construction, health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to CONTRACTOR and COUNTY, their sub-grantees, contractors, or sub-contractor, and their work. CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, COUNTY and all other appropriate

governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for termination of this Agreement by COUNTY.

3. **CREDENTIALING.** If CONTRACTOR is performing Medi-Cal billable services and/or receiving federal funds under this Agreement, then CONTRACTOR may be subject to COUNTY's credentialing process which includes, but is not limited to:

3.01 **For Medi-Cal Billable Services**

3.01.1 Curriculum vitae;

3.01.2 Malpractice insurance certificate;

3.01.3 Copy of current licensure;

3.01.4 National Provider Identifier ("NPI") Number. Registration for NPI number is found at npiregistry.cms.hhs.gov under NPPES;

3.01.5 Once initial credentialing is completed, re-credentialing process will occur no less frequently than every three (3) years.

3.02 **For Federal Grant Services and/or When Necessary**

3.02.1 Copy of current licensure if applicable;

3.02.2 NPI Number. Registration for NPI number is found at npiregistry.cms.hhs.gov under NPPES;

3.02.3 DUNS (Dun & Bradstreet's Data Universal Numbering System) Number. Registration for DUNS number is found at: grants.gov/web/grants/applicants/organization-registration/step-1-obtain-duns-number.html;

3.02.4 SAM Account (System for Award Management). Registration for SAM Account is found at sam.gov.

3.02.5 Once initial credentialing is completed, re-credentialing process will occur no less than every three (3) years.

3.03 The credentialing process is required to be completed prior to reimbursement for eligible services. CONTRACTOR is responsible for notifying COUNTY of all providers and subcontracted providers performing under this Agreement and assisting in the credentialing process as needed.

4. **PAYMENTS TO CONTRACTOR.**

4.01 **Payment of Invoices.** Payments by COUNTY shall be monthly, in arrears, for services provided during the preceding month, within sixty (60) days after receipt, verification and approval of CONTRACTOR's invoices by COUNTY. If CONTRACTOR fails to comply with any provision of this Agreement, COUNTY shall be relieved of its obligation for further compensation.

4.02 **CONTRACTOR Invoices.** Except as otherwise provided, CONTRACTOR shall submit invoices to COUNTY at: Behavioral Health Services, Accounts Payable, P.O. Box 1288, Madera CA 93639, within sixty (60) days from service month end.

4.03 **Rate Structure; Contingent Liability of COUNTY/State.** Upon the submission of a claim, COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to accept from COUNTY as payment in full, subject to any fees and patient share of costs, for authorized services provided to CLIENTS. Those rates are included as an exhibit to Master Contract Cover Sheet.

4.04 **Certification for Services Provided.** CONTRACTOR shall certify that all services reported to COUNTY meet reimbursement criteria as defined by the California Department of Health Care Services (“DHCS”)/California Department of State Hospitals (“DSH”). CONTRACTOR shall not claim payment for any service which does not meet such standards and requirements. In the event that CONTRACTOR discovers that a claim has been improperly submitted, CONTRACTOR shall immediately notify COUNTY.

4.05 **Account Receivable Payment.** CONTRACTOR shall provide to COUNTY the necessary documentation for COUNTY to receive payment from Medi-Cal, Medicare, and any other public and/or private insurance or payee. CONTRACTOR agrees that COUNTY shall withhold payment for lack of appropriate records and/or contents.

4.06 **Audit of Invoices/Disallowances.** Each invoice is subject to audit, and COUNTY may make payments on invoices in advance of such audits. In the event that an invoice is disapproved for payment after audit, COUNTY may, at its sole discretion, withhold compensation or set off from other payments due to CONTRACTOR the amount of said disapproved invoices. COUNTY shall have the right to demand of CONTRACTOR the repayment to COUNTY of any funds disbursed to CONTRACTOR under this Agreement which, in the judgment of COUNTY, were not expended in accordance with the terms of this Agreement. CONTRACTOR shall promptly refund any such funds upon demand.

5. **COMPLIANCE WITH QUALITY ASSURANCE/IMPROVEMENT AND UTILIZATION REVIEW.** CONTRACTOR shall be in full compliance with COUNTY’s Quality Management Plan. CONTRACTOR shall cooperate and participate with COUNTY in Quality Assurance/Improvement and Utilization Review Programs, grievance/appeal

procedures, and comply with all final determinations rendered by such. COUNTY's adverse decisions regarding CONTRACTOR services to CLIENT(S) may result in: the disallowance of payment for service(s) rendered; additional controls on the delivery of service(s); or the termination of this Agreement. COUNTY shall have sole discretion in the determination of Quality Assurance/Improvement and Utilization Review outcomes, decisions, and actions.

6. **CONTRACTOR GRIEVANCE PROCEDURE.** CONTRACTOR may appeal a denied or reduced request for payment for services rendered. The written appeal shall be submitted to COUNTY within thirty (30) calendar days of the postmark date of the notification of the denial of payment. Final determination of all appeals shall be made by designated staff of COUNTY Behavioral Health Services. All appeals of adverse decisions shall be submitted to COUNTY's address set forth in Section 4.02, above.

7. **RECORDS, REPORTING, AUDITS.** CONTRACTOR agrees to complete and submit all forms and reports as required by COUNTY. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement. To the extent permitted by law, COUNTY shall have free access at all proper times or until the expiration of ten (10) years after the furnishing of services to such records, the last date of service, or termination of contract, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all data, documents, proceedings, and activities pertaining to this Agreement. The costs and obligations incurred or to be incurred in connection therewith shall be borne by CONTRACTOR. Any cost apportionments shall be made using generally accepted accounting principles and shall have proper "audit trails" reflecting the true cost of the services. CONTRACTOR may be

asked to provide a tax statement or audited end-of-year financial statement sufficient to establish, for state audit purposes, the rates for services as provided in this Agreement are reasonable based on CONTRACTOR's operating costs.

7.01 **Ownership of Documents.** To the extent permitted by law, all technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR hereunder are the exclusive property of COUNTY and upon request of COUNTY shall be delivered to COUNTY upon completion of the services authorized hereunder. In the event of termination, all finished or unfinished documents and other materials, if any, at the option of COUNTY, and to the extent permitted by law, shall become the property of COUNTY. CONTRACTOR may retain copies thereof for its files and internal use. Any publication of information directly derived from work performed or data obtained in connection with services rendered under this Agreement must be first approved by COUNTY.

7.02 **Closure of Facility.** If CONTRACTOR's facilities are closed, CONTRACTOR shall notify COUNTY within forty-eight (48) hours, followed by written notice, of all arrangements made by CONTRACTOR for preservation of all financial, service, and other records prepared pursuant to this Agreement.

7.03 **Audits and Inspections.** CONTRACTOR shall, at any time during normal business hours and as often as deemed necessary, make available to COUNTY and authorized agencies, including but not limited to: DHCS, DSH, the Department of Health and Human Services ("DHHS"), the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized representatives, facilities, and staff, records and data pertaining to the matters covered by this Agreement.

7.03.1 Exceptions and Disallowances. With regard to any audit exceptions or disallowances, as determined by COUNTY or authorized agencies, COUNTY shall have the right to demand repayment from CONTRACTOR of any audit exception or disallowance, with repayment to begin sixty (60) days after such demand. COUNTY may, in its sole discretion, withhold compensation or set off from other payments due to CONTRACTOR in the amount of the exception or disallowance.

7.03.2 Appeal Recoupment. CONTRACTOR may appeal the recoupment in accordance with state and federal laws. Recoupment shall begin sixty (60) days after demand resulting from an audit or review and shall not be deferred by the filing of a request for an appeal.

7.03.3 Liability for Recovery. CONTRACTOR's liability to COUNTY for any amount recovered under this section shall be according to applicable procedural requirements.

8. **COUNTY'S RIGHTS NOT WAIVED BY PAYMENTS.** In no event shall any payment by COUNTY to CONTRACTOR constitute, or be construed as, a waiver by COUNTY of any breach of covenant, or of any default which may then exist, on the part of CONTRACTOR. The making of any such payment by COUNTY, while any such breach or default exists, shall not be construed as acceptance of substandard or careless work or as relieving CONTRACTOR from its full responsibility under this Agreement.

9. **INDEMNITY.** The parties hereto shall indemnify, defend and hold harmless, the other party, and that party's officers, agents and employees from and against any and all claims, losses, liabilities, damages, demands and actions (all collectivity referred to herein as "liability") arising out of each party's respective performance of this Agreement.

10. **INSURANCE.**

10.01 **Maintenance of Insurance Coverage.** Without limiting COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, at all times during this Agreement, CONTRACTOR shall obtain and maintain insurance policies as specified in the Master Contract Cover Sheet CONTRACTOR. In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein required, COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

10.02 **Proof of Insurance.** If insurance is required, CONTRACTOR shall furnish COUNTY with a Certificate of Insurance (or Certificate of Self Insurance) with original endorsements demonstrating the insurance coverage required by this Agreement, together with a certified copy of each such insurance policy. The certificates and endorsements for each insurance policy are to be signed by the person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided or approved by COUNTY and are to be received by COUNTY and attached to the Master Contract Cover Sheet prior to execution of the Agreement. The required insurance policies shall not be cancelled without at least thirty (30) days prior written notice to COUNTY. Upon expiration of the certification or other proof of insurance for any of the foregoing policies, CONTRACTOR shall provide to COUNTY a new certification or other proof of insurance which contains the new expiration date for the insurance policy. Except as otherwise provided in the Master Contract Cover Sheet, all required policies are to contain, or be endorsed to contain, the following provisions:

10.02.1 COUNTY, its officers, agents and employees are named as additional insureds.

10.02.2 The coverage is primary with respect to COUNTY and its officers, agents and employees.

10.02.3 The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, agents and employees.

10.02.4 Any insurance or self-insurance maintained by COUNTY, its officers, agents and employees, shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

10.02.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its agents, officers and employees.

10.02.6 Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except with respect to the limits of the insurer's liability.

11. **TERMINATION AND BREACH.**

11.01 **Non-Allocation of Funds.** The terms of this Agreement and the services to be provided hereunder are contingent upon the approval of funds by the appropriating government agency. In the event that funding from the applicable agency ceases or is decreased, authorization for funding is terminated, or subsequently enacted federal or state legislation, regulation, policy or procedure reduces or abolishes funding or otherwise renders performance of the provisions of the Agreement substantially more difficult, this Agreement may be terminated or modified by the parties hereto in writing. If the parties cannot reach an agreement regarding modifications which would permit performance

under this Agreement to continue, the Agreement will automatically terminate. Each party shall give the other thirty (30) days advance written notice of its intention to terminate or modify the Agreement pursuant to this provision, specifying the date of termination. In the event of termination for non-allocation of funds, CONTRACTOR shall ensure an orderly transition of care for CLIENTS receiving services including, but not limited to, the transfer of CLIENTS' records. Under these circumstances, all invoices must be submitted to COUNTY prior to the final date for which funding is available.

11.02 **Breach of Contract.**

11.02.1 Suspension/Termination for Cause. COUNTY may immediately suspend or terminate this Agreement, in whole or in part, where, in the determination of COUNTY, there is a failure to comply with the terms of this Agreement, including but not limited to:

- a. CONTRACTOR fails to comply with any term of this Agreement;
- b. CONTRACTOR submits a substantially incorrect or incomplete report to COUNTY;
- c. CONTRACTOR improperly performs any service;
- d. exclusion of CONTRACTOR from participation in state or federal health care programs under the Social Security Act;
- e. an illegal or improper use of funds by CONTRACTOR;
- f. CONTRACTOR, its employees or subcontractors, fail to abide by CONTRACTOR's code of ethical conduct or COUNTY's Code of Ethics as listed in COUNTY's Compliance Handbook, located on

COUNTY's website maderacounty.com under "Behavioral Health Services;"

- g. it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to CONTRACTOR's performance pursuant to this Agreement;
- h. CONTRACTOR becomes insolvent, files for bankruptcy, or has a receiver appointed for its assets.
- i. CONTRACTOR fails to comply with any state and/or federal laws and regulations

11.02.2 Waiver of Breach. No waiver by COUNTY of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of COUNTY to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. In no event shall any payment by COUNTY constitute a waiver by COUNTY of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default.

11.02.3 Right to Cure. Notwithstanding anything else in this Agreement to the contrary, if CONTRACTOR fails to perform any obligation of this Agreement, COUNTY may itself perform, or cause the performance of such agreement or obligation. In that event, CONTRACTOR will, on demand, fully reimburse COUNTY for all such expenditures. Alternatively, COUNTY, at its option, may deduct from any funds owed to CONTRACTOR the amount necessary to cover any expenditures under this provision. This is in addition to any other remedies available to COUNTY by law or as otherwise stated in this Agreement.

11.03 Termination for Convenience. This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by COUNTY at any time without cause or legal excuse by providing the other party with sixty (60) calendar days written notice of such termination. Upon effective date of termination, COUNTY shall have no further liability to CONTRACTOR except for payment of invoices for services during the performance hereunder. Such liability is limited to the time specified in said notice and for services not previously reimbursed by COUNTY. Such liability is further limited to the extent such services occurred, were deemed necessary, reasonable, and verifiable and have been incurred by CONTRACTOR prior to, and in connection with, discontinuing the work hereunder.

11.04 Continuity of Care. Upon termination of this Agreement for any reason, CONTRACTOR shall ensure an orderly transition of care for CLIENT(S) receiving treatment, including, but not limited to, the transfer of CLIENT(S)' medical records.

12. NOTICES.

12.01 **Delivery of Notice.** Notices between COUNTY and CONTRACTOR provided for or permitted under this Agreement or by law shall be in writing and shall be deemed to be duly served when personally delivered to the other party or, in lieu of such personal delivery, when deposited in the United States mail, postage prepaid, addressed to such party at the address specified in the Master Contract Cover Sheet. If mutually agreed by the parties, email notice is acceptable and considered delivered as of the date sent.

12.02 **Change of Address/Telephone Number/Email.** Written notice of any change of address and/or telephone number and/or email shall be given to the other party within five (5) business days of the change.

12.03 **Authorized Persons.** The persons having authority to give and receive notices under this Agreement and their addresses shall be set forth in the Master Contract Cover Sheet.

13. **INDEPENDENT CONTRACTOR; CONFLICTS OF INTEREST.**

13.01 **Independent Capacity.** This Agreement is by and between COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services under this Agreement. COUNTY shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. Notwithstanding this independent contractor relationship, COUNTY

shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

13.02 **Workers' Compensation.** CONTRACTOR understands and agrees that all persons performing work under this Agreement are solely employees of CONTRACTOR, and not of COUNTY, for purposes of workers' compensation liability. CONTRACTOR shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of CONTRACTOR under this Agreement.

13.03 **No Rights to COUNTY Benefits.** CONTRACTOR shall be solely liable and responsible for providing all compensation and benefits to, or on behalf of, all persons performing work pursuant to this Agreement. COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of CONTRACTOR. Because of CONTRACTOR's status as an independent contractor, CONTRACTOR shall have absolutely no right to employment rights and benefits available to COUNTY employees.

13.04 **Conflict of Interest.** CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. CONTRACTOR shall ensure that no conflict of interest exists between its officers, employees, or sub-contractors, and COUNTY. CONTRACTOR shall ensure that no COUNTY officer or employee in a position that enables them to influence this Agreement will have any direct or indirect financial interest resulting from this Agreement. CONTRACTOR shall ensure that no COUNTY

employee shall have any relationship to CONTRACTOR or officer or employee of CONTRACTOR, nor that any such person will be employed by CONTRACTOR in the performance of this Agreement without immediate divulgence of such fact to COUNTY.

13.05 **Subcontract Assignments.** CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontractor will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not. CONTRACTOR hereby assigns to COUNTY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code)), arising from the purchase of goods, materials, or services by CONTRACTOR for sale to COUNTY pursuant to this Agreement.

14. **ASSURANCE OF NON-DISCRIMINATION.**

14.01 CONTRACTOR expressly agrees not to differentiate or discriminate in employment or the provision of services on the basis of race, ethnicity, age, color, national origin, ancestry, religion, religious creed, sex, marital status, medical condition, mental or physical disability, sexual orientation, political belief, or any other basis protected by federal or state law, as they now exist or may be amended in the future. CONTRACTOR shall comply with all applicable provisions and implementing regulations of federal and state law with respect to non-discrimination by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory

14.02 CLIENTS will receive the same level of care as provided to all other clients served by CONTRACTOR. CONTRACTOR shall render behavioral health services to CLIENTS in the same manner, in accordance with the same standards and within the same time availability as offered other clients, except as limited by existing COUNTY restrictions.

14.03 CONTRACTOR shall not unlawfully discriminate in the appointment and employment of staff and subcontractors, including compliance with facility access for disabled persons as required by section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, Fair Employment and Housing Act and related state and federal laws. CONTRACTOR shall give written notice of its obligations under the foregoing provisions to labor organizations with which it has a collective bargaining agreement or other labor agreements.

14.04 CONTRACTOR agrees to compile data, maintain records and submit reports as required by this Agreement to permit effective enforcement of federal and state non-discrimination laws, rules and regulations and permit authorized COUNTY, state and/or federal government personnel to review records, books and accounts of CONTRACTOR during normal working hours as needed to ascertain compliance.

14.05 If there are any violations of this section, the state and/or federal government shall have the right to impose fiscal sanctions or other legal remedies, the issue may be referred to the appropriate state or federal agency, and/or COUNTY may withhold all further funds until CONTRACTOR can show evidence to the satisfaction of COUNTY that funds provided under this Agreement were not used in connection with the alleged discrimination.

14.06 CONTRACTOR shall immediately take any measures necessary to effectuate the terms of this Non-Discrimination Assurance.

15. **COMPLIANCE WITH STATE AND FEDERAL PRIVACY AND SECURITY LAWS.**

15.01 **Compliance in General.** CONTRACTOR shall comply with all applicable federal and state laws regulating the privacy and security of Protected Health Information ("PHI") to include but not be limited to: Code of Federal Regulations ("CFR") Title 42, section 431.300 et seq.; W&I Code sections 5328 et seq. and 14100.2; Health Insurance Portability and Accountability Act of 1996 ("HIPAA") 45 CFR Parts 160 & 164; Health Information Technology for Economic and Clinical Health ("HITECH") Act, Title XIII of Division A of the American Recovery and Reinvestment Act of 2009 ("ARRA") and regulations adopted thereunder. It is understood by CONTRACTOR and COUNTY that any part of the privacy or security regulations contained in HIPAA or other laws may, during the term of this Agreement, be modified by Congress or by the United States Department of Health and Human Services or may be interpreted by a court in a manner impacting compliance. Should such an event occur, the privacy and security regulations as modified or interpreted shall be incorporated into this Agreement and shall become the standard for compliance with the regulations. The provisions of this section are self-executing upon change(s) to the privacy or security regulations by any event referenced above.

15.02 **Compliance with HIPAA.** CONTRACTOR will employ appropriate safeguards to prevent the use or disclosure of any information which is protected by HIPAA in any manner not set forth under this Agreement or for purposes other than treatment, consultation, referral or payment and will follow all breach reporting laws.

15.02.1 Protection of Confidential Information. For the purpose of this Agreement, all information, records, data and data elements collected and maintained for the operation of this Agreement and pertaining to recipients of behavioral health services shall be protected by CONTRACTOR from unauthorized disclosure. This includes but is not limited to, names, identifying numbers, symbols, or other identifying particulars of persons receiving public social services, mental health services, and substance use disorder treatment services. Such information is confidential and to be protected from unauthorized disclosure.

15.02.2 Use of Confidential Information. With respect to any identifiable recipient information obtained by CONTRACTOR, its employees, agents or subcontractors under this Agreement, CONTRACTOR shall:

- a. Not use any such information for any purpose other than carrying out the express terms of this Agreement;
- b. Promptly transmit to COUNTY all requests for disclosure of such information;
- c. Not disclose, except as otherwise specifically permitted by this Agreement, any such information to any party without prior written authorization by COUNTY specifying that the information may be released under CFR Title 42, section 431.300 et seq. and W&I Code section 14100.2, and regulations adopted thereunder;
- d. At the discretion of COUNTY, return all such information to COUNTY or maintain such information according to written

procedures of DHCS for this purpose, at the expiration or termination of this Agreement.

15.03 **Compliance with HITECH.** If CONTRACTOR maintains an Electronic Health Record (“EHR”) with PHI and in accordance with its obligations under HITECH Act:

15.03.1 CONTRACTOR and COUNTY data submission shall meet the privacy and security provisions of HIPAA, HITECH, and all related state and federal regulations for the access, maintenance and storage of system data and files.

15.03.2 If CONTRACTOR accesses COUNTY EHR software, this will be done through a private and secure network connection.

15.04 **Breaches and Security Incidents.** CONTRACTOR agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

15.04.1 CONTRACTOR will report upon discovery any unsecured HIPAA and/or HITECH breach to the DHCS, DHCS Information Security Officer and Madera County Behavioral Health Services Director within twenty-four (24) hours of an occurrence;

15.04.2 A notice to DHCS must use the most current “Privacy Incident Report” form available on the dhcs.ca.gov, with a copy to Madera County Behavioral Health Services Director;

15.04.3 CONTRACTOR will have seventy-two (72) hours from discovery to investigate such security incident, breach or unauthorized access, to the

extend known at that time and report this information to the parties identified in 15.04.2 above.

15.04.4 A completed investigation report must be submitted within ten (10) business days to the parties identify in 15.04.2 above.

16. **REPORTING OF PATIENT/CLIENT ABUSE, UNUSUAL OCCURRENCES/ DEATH/SUICIDE.**

16.01 **Elders and Dependent Adults Abuse.** CONTRACTOR shall comply with W&I Code section 15630 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults under the care of CONTRACTOR either to an appropriate COUNTY adult protective services agency or to a local law enforcement agency, as mandated by W&I Code sections 15630-15632. CONTRACTOR shall make this report on such abuse and shall submit all required information in accordance with W&I Code sections 15630, 15633 and 15633.5.

16.02 **Minor Children Abuse.** CONTRACTOR shall comply with California Penal Code (“PC”) section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective services agency, as mandated by PC sections 11164, 11165.8 and 11166. CONTRACTOR shall make the report on such abuse and shall submit all required information in accordance with PC sections 11166 and 11167.

16.03 **Notification.** CONTRACTOR shall notify COUNTY of all allegations and actual incidents (e.g., abuse, injuries and deaths) affecting CLIENTS within twenty-four (24) hours of occurrence and provide COUNTY with a copy of all investigation reports concerning incidents and the disposition of, or corrective action taken to resolve, the

complaint. CONTRACTOR shall notify COUNTY of reports to the appropriate reporting agency according to state laws and regulations.

17. **CODE OF CONDUCT.** CONTRACTOR shall abide by the provisions of its own code of ethical conduct, or if it does not have such a code of conduct, abide by the Code of Ethics as listed in COUNTY's Compliance Handbook, located on COUNTY's website maderacounty.com under "Behavioral Health Services."

18. **CULTURAL COMPETENCE.** CONTRACTOR shall use a set of professional skills, behaviors, attitudes and policies that enable the system, or those participating in the system, to work effectively in meeting the cross-cultural needs of COUNTY's CLIENTS. CONTRACTOR shall have a written policy and procedure that ensure organizational and individual compliance by its staff and providers. CONTRACTOR shall comply with any and all request from COUNTY for a list of cultural competency trainings and sign in sheets of CONTRACTOR staff attending those trainings who provide services in programs, which serves CLIENTS. Trainings shall include direct and indirect service staff/contractors.

19. **DRUG-FREE WORKPLACE.** CONTRACTOR will comply with the requirements of the Drug-Free Work Place Act of 1990, Government Code section 8350 et seq. If applicable, CONTRACTOR shall also comply with the federal Drug-Free Workplace Act of 1988, 41 U.S.C. 81. CONTRACTOR hereby provides the certifications required by those laws and regulations. CONTRACTOR's compliance shall include, but is not limited to, the following:

19.01 **Publish Statement.** Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled

substance is prohibited in the person's or organization's work place and specifying the actions that will be taken against employees for violations of the prohibitions.

19.02 **Establish Awareness Program.** Establish a drug-free awareness program to inform employees about all of the following:

19.02.1 The dangers of drug abuse in the work place;

19.02.2 The organization's policy of maintaining a drug-free work place;

19.02.3 Available drug counseling, rehabilitation, and employee assistance programs; and

19.02.4 The penalties that may be imposed upon employees for drug abuse violations.

19.03 **Employee Notification/Agreement.** Require that every employee engaged in the performance of this Agreement:

19.03.1 Be given a copy of CONTRACTOR's drug-free policy statement;

19.03.2 As a condition of providing services pursuant to this Agreement, agree to abide by the terms of the statement.

20. **EXCLUSION FROM PARTICIPATION IN FEDERAL PROGRAMS.**

CONTRACTOR assures that, at the time of entering into this Agreement, it is not excluded from participation in federal health care programs or federal grant funds.

20.01 **Health Care Programs.** CONTRACTOR shall not be excluded from participation in federal health care programs under either section 1128 or 1128A of the Social Security Act. CONTRACTOR shall notify COUNTY immediately if such exclusion

occurs during the term of this Agreement. Exclusion of CONTRACTOR from participation in federal health care programs shall be cause for immediate termination of this Agreement.

20.01.1 Employees of CONTRACTOR who, because of convictions or because of current or past failures to comply with state and federal program requirements, become designated as ineligible persons or are identified for exclusion from involvement in state and federal programs, shall be removed from responsibility or participation in or involvement with all aspects of this federally funded program, until such time as the person or entity is no longer identified on the exclusion lists.

20.01.2 CONTRACTOR shall be responsible for performing ongoing exclusion reviews of current employees to ensure that CONTRACTOR does not hire or contract with any individual or entity under sanction or exclusion by the state and federal government. As an outcome of ongoing exclusion reviews, CONTRACTOR agrees to provide to COUNTY written certification under penalty of perjury that no current employee, subcontractor, entity or agent is excluded from participation of Medicaid or Medi-Cal programs per 42 CFR 455.436 and W&I Code Section 14043.61. Detailed reporting shall be made available to COUNTY upon demand. Failure to comply shall lead to termination of the Agreement.

20.01.3 CONTRACTOR shall be responsible for ensuring and attesting that all providers or any person with a five percent (5%) or more direct or indirect ownership in the provider under this Agreement have undergone a criminal background check per 42 CFR 45.434 and other applicable state requirements based on the category of the provider.

20.01.4 COUNTY shall not reimburse for past, present or future services rendered by individuals who were under employment by CONTRACTOR and have been excluded from federal and state participation.

20.02 **Federal Grant Funds.** CONTRACTOR participating in federal grant programs must have registered for a DUNS Number and with SAM. CONTRACTOR shall comply with all requirement in 42 CFR Part 1001.

21. **COMPLIANCE WITH LAWS/POLICIES.** CONTRACTOR shall at all times perform the duties to be provided under this Agreement to the best of its ability and in accordance with the highest scientific, professional and ethical standards of its profession, and at all times will comply with all applicable federal and state statutes, regulations and published case law.

22. **COMPLIANCE WITH STATE CONTRACT AND FEDERAL REGULATIONS REQUIREMENTS.**

22.01 CONTRACTOR recognizes that COUNTY operates its behavioral health system under agreements with DHCS and DSH, and that under said agreements, the state imposes certain requirements on COUNTY and its subcontractors. CONTRACTOR agrees to abide by the state requirements.

22.02 CONTRACTOR shall comply with all policy letters issued by any and all Departments having authority over the services provided under this Agreement. These Departments may include but not limited to The Centers for Medicare & Medicaid Services (“CMS”), Department of Public Health, the Department of Social Services, and DHCS including Mental Health and Substance Use Disorder Services Division (“MHSUDS”) Information Notices, MH Letters, DMH Information Notices, and ADP

Bulletins, which are available at the DHCS website, dhcs.ca.gov. These policy letters shall provide specific details of procedures when the detail is not covered in the Agreement but are determined to be necessary for performance under this Agreement. These policy letters are not intended to change the basis and general terms of the Agreement. Those policies and/or procedures modified or interpreted shall be incorporated into this Agreement and shall become the standard for compliance with the regulations. The provisions of this section are self-executing upon changes to the state and federal legislation and regulations by any event referenced above.

23. **COMPLIANCE WITH PASS-THROUGH GRANTS.** CONTRACTOR may be receiving federal award funds as payment for services rendered. Therefore, CONTRACTOR will be required to comply with OMB Circular A-133 requirements.

24. **LIMITATIONS ON USE OF FUNDS.** CONTRACTOR will comply with Section 202 of the Controlled Substance Act (21 USC 812) which limits the use of funds for promotion of legalization of controlled substances. None of the funds made available through this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substance Act.

25. **CONTROL REQUIREMENTS.** CONTRACTOR shall establish and be familiar with written policies and procedures consistent with the following requirements. COUNTY shall annually monitor CONTRACTOR for compliance and adherence to CONTRACTOR's policies and procedures by requesting CONTRACTOR to attest to the completion of training of its staff and providers with annual copies of any policies and procedures not limited to those listed below.

25.01 Government Code, Title 2, Division 4, Part 2, Chapter 2, Article 1.7 relating to Federal Block Grant Funds, commencing at Section 16366.1.

25.02 Government Code, Title 5, Division 2, Part 1, Chapter 1, Article 7 relating to Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, commencing at Section 53130.

25.03 CFR, Title 2, relating to Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, commencing at Section 200.

25.04 CFR, Title 45, Subpart C relating to Block Grants Financial Management, commencing at Section 96.30.

26. **GENERAL PROVISIONS.**

26.01 **Restrictions on Salaries.** CONTRACTOR agrees that no part of any federal funds provided under this Agreement shall be used to pay the salary and wages of an individual at a rate in excess of Level I of the Executive Schedule which can be found at opm.gov. Federal funds used in violation of this restriction shall be subject to disallowance.

26.02 **Hatch Act.** CONTRACTOR agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

26.03 **Debarment and Suspension.** CONTRACTOR will comply with applicable federal debarment and suspension regulations in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp.) and 12689 (3 CFR Part 1989), in addition to the requirements set forth in 42 CFR Part 1001.

26.04 **Trafficking Victims Protection Act of 2000.** CONTRACTOR shall comply with the Trafficking Victims Protection Act of 2000 (22 USC 7104(g)) as amended by section 1702 of Pub. L. 112-239.

27. **MODIFICATION.** Any provisions of this Agreement may be amended or modified from time to time by the written consent of both parties without, in any way, affecting the remainder of the Agreement. Both parties agree that if the applicable requirements of state and federal law regarding the programs administered by COUNTY or the services provided by CONTRACTOR change during the term of this Agreement, those revisions shall immediately go into effect to the extent required by the changed law.

28. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by and interpreted under the laws of the State of California. Further, this Agreement shall be governed by, and construed in accordance with, all laws, regulations and obligations of COUNTY under its agreement with the state. Venue for all disputes shall be in the Madera County Superior Court or the United States District Court for the Eastern District of California, as applicable.

29. **ATTORNEY'S FEES AND COSTS.** Both parties agree that in the event of litigation brought to enforce performance of this Agreement or to seek damages for breach thereof, the losing party will pay the winning party's reasonable attorney's fees and costs, to be awarded and fixed by the court and to be taxed as costs and included in the judgment rendered.

30. **SEVERABILITY.** Unless material to this Agreement, any provision, clause, or part herein found to be illegal or unenforceable shall not affect the legality of any other provision, clause, or part, nor the Agreement itself.

31. **SECTION HEADINGS.** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions of this Agreement.

32. **ADMINISTRATION OF AGREEMENT.** This Agreement shall be administered for COUNTY by COUNTY Director of Behavioral Health Services.

33. **ENTIRE AGREEMENT.** This Agreement, the Master Contract Cover Sheet and any Exhibits and Attachments specified and incorporated into the Master Contract Cover Sheet shall constitute the entire agreement between CONTRACTOR and COUNTY with respect to the subject matter hereof and supersede in its entirety all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto.

34. **TIME OF THE ESSENCE.** Time shall be of the essence in the performance of this Agreement.

35. **MANDATORY USE.** This Agreement is adopted for mandatory use effective July 1, 2018. Any amendments to this Agreement shall be incorporated into then-existing agreements referencing this Master Contract No. 20.

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IN WITNESS WHEREOF the foregoing Agreement is executed on the date and year first above-written.

COUNTY OF MADERA


Chairman, Board of Supervisors
07/10/2018

ATTEST:


Clerk, Board of Supervisors

Approved as to Legal Form:
COUNTY COUNSEL

Mary E.
Binning

 Digitally signed by: Mary E. Binning
DN: CN = Mary E. Binning email =
mbinning@lozanosmith.com C = US O =
Lozano Smith
Date: 2018.06.19 15:58:34 -08'00'

By: _____



MADERA COUNTY MASTER CONTRACT NO. 20
Attachment A – Inpatient Facilities

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."

MADERA COUNTY MASTER CONTRACT NO. 20
Attachment B – Institutions for Mentally Disordered (IMD)

AGREEMENT

1. **DESCRIPTION OF SERVICES.**

1.01 **Services to Be Provided.** The levels of care provided by CONTRACTOR include the following: Institution for the Mentally Disordered (IMD), Mental Health Rehabilitation Center (CRTS), Transitional Residential Treatment, and/or Special Treatment Program/Skilled Nursing Facility (STP/SNF).

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. **LICENSES.** CONTRACTOR shall abide by the Bronzan-McCorquodale Act (California 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, the facility appropriate licensed department, which may include the Department of Public Health, the Department of Social Services, and DHCS including DHCS MHSUDS Bulletins, Information Notices and Letters.

3. **PAYMENTS TO CONTRACTOR.**

3.01 **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.

3.02 **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.

3.03 **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. **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.

MADERA COUNTY MASTER CONTRACT NO. 20
Attachment C – Board and Care

AGREEMENT

1. **DESCRIPTION OF SERVICES.**

1.01 **Services to Be Provided.** CONTRACTOR provides residential services complying with the community care licensing requirements for mentally disordered adults, and/or Adult Residential Treatment Services per California Code of Regulations Title 9 1810.203.

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. **LICENSES.** CONTRACTOR shall abide by the Bronzan-McCorquodale Act (California 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, the facility appropriate licensed department, which may include the Department of Public Health, the Department of Social Services, and DHCS including DHCS MHSUDS Bulletins, Information Notices and Letters.

3. **PAYMENTS TO CONTRACTOR.**

3.01 **Basis for Claims.** Claims for payment shall be based on complete and timely documentation. Claimed services shall be provided and documented in accordance with applicable federal and state regulations and with applicable COUNTY Behavioral Health Services policies.

3.02 **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.

3.03 **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.

MADERA COUNTY MASTER CONTRACT NO. 20
Attachment D – Substance Use Disorder (SUD)

AGREEMENT

1. **DESCRIPTION OF SERVICES.**

1.01 **Services to Be Provided.** CONTRACTOR provides detoxification, residential recovery and outpatient services including, but are not limited to, room and board, assessment, individual recovery planning, group and individual counseling, and outpatient aftercare services as described in Department of Health Care Services (DHCS) Substance Use Disorder Standard Drug Medi-Cal (DMC) Program County Boilerplate located at dhcs.ca.gov. No more than thirty (30) days of service shall be provided to a CLIENT for residential/detoxification recovery services unless COUNTY approves additional service days.

2. **LICENSES.** Where applicable, COUNTY shall require that CONTRACTOR comply with Title 21 Code of Federal Regulations (CFR), Parts 291 and 1300, et seq.; Title 9 California Code of Regulations (CCR), section 1000 et seq.; Title 9 CCR Chapter 11; Title XIX of the Social Security Act; Drug/Medi-Cal Certification Standards for Substance Abuse Clinics; DHCS Substance Use Disorder Appeal Process. CONTRACTOR must conform to all applicable state and federal statutes and regulations which are incorporated herein by reference. CONTRACTOR shall furnish COUNTY with a copy of its Site Certification/License letter within thirty (30) days of execution of this Agreement.

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 (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 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.

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

5.01 **Facilities shall submit the following to COUNTY:** Alcohol & Drug

Detox/Residential facilities receiving \$50,000 annually: audited end-of-year financial statement. The reports must be submitted forty-five (45) days before the state deadline.

6. **CONTROL REQUIREMENTS.**

6.01 COUNTY will evaluate and monitor CONTRACTOR's activities for compliance with applicable statutes, regulations, and terms for the purpose of providing alcohol and drug services.

6.02 CONTRACTOR shall establish and be familiar with written policies and procedures consistent with the following requirements.

6.02.1 California Health & Safety (H&S) Code Division 10.5, Part 2 commencing with section 11760

6.02.2 Title 9 CCR, Division 4, commencing with section 9000.

6.02.3 Title 42 United States Code (USC), sections 300x-21 through 300x-31, 300x-34, 300x-53, 300x-57, and 330x-64 through 66.

6.02.4 45 CFR sections 96.120 through 96.137.

6.02.5 42 CFR sections 8.01 through 8.6.

6.02.6 Confidentiality of Alcohol, Drug Abuse Patient Records (42 CFR Part 2, Subparts A-E).

6.02.7 21 CFR sections 1301.01 through 1301.93, "Department of Justice, Controlled Substances."

6.03 CONTRACTOR shall comply with the Minimum Quality Drug Treatment Standards for Substance Abuse Block Grant (SABG) for all Substance Use Disorder (SUD) treatment programs either partially or fully funded by SABG.

7. **GENERAL PROVISIONS.**

7.01 **Room and Board for Transitional Housing.** CONTRACTOR using SABG discretionary funds to cover the cost of room and board for transitional housing shall:

7.01.1 Facilitate the beneficiary's movement in recovery from a SUD to independent living and integration into post treatment return or re-entry into the community.

7.01.2 Require that all individuals in the transitional housing be engaged in SUD treatment, off-site, at all times during the individual's stay.

7.01.3 Ensure payment of room and board expenses for a residential stay be limited to short term (up to 24 months).

7.01.4 Ensure the transitional housing be secure, safe and alcohol and drug free.

7.02 **Restriction on Distribution of Sterile Needles.** CONTRACTOR shall not use any funds made available through this Agreement to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

7.03 **Counselor Certification.** Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9 CCR, Division 4, Chapter 8.

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.

MADERA COUNTY MASTER CONTRACT NO. 20
Attachment F – Network Provider

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 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.

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, 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, 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, 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.

MADERA COUNTY MASTER CONTRACT NO. 20
Attachment G – Inpatient Psychiatrist

AGREEMENT

1. DESCRIPTION OF SERVICES.

1.01 Inpatient Psychiatrist. Inpatient Psychiatrist services will be provided in a hospital setting. A Network Provider as an individual and/or Group Provider will provide these services. 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.

1.02 Services.

1.02.1 CONTRACTOR shall provide inpatient 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 and incorporated herein by reference and available on COUNTY's website, 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.

1.02.2 Inpatient Psychiatrist contracts only. One face-to-face service per approved hospital day may be billed for each CLIENT who is a patient in a specified

contract hospital. CONTRACTOR may provide one Inpatient Consultation for a CLIENT who is in a medical bed of a hospital without prior authorization. Prior authorization(s) from COUNTY shall be required for more than one billable service per day for each hospitalized CLIENT who is in a psychiatric inpatient bed and for more than one Inpatient Consultation for each CLIENT who is in a medical bed. COUNTY shall not be obligated to compensate CONTRACTOR for services in excess of number of authorized CLIENT contacts or for services provided to ineligible individuals.

1.02.3 Prior Authorizations. Prior authorization(s) from COUNTY shall be required for all non-routine mental health services.

1.03 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."

1.04 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.

2. LICENSES. CONTRACTOR shall furnish COUNTY, within thirty (30) days of execution of this Agreement and/or the hiring of a new provider, 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 **Client Liability.** CONTRACTOR shall look to Medicare or other insurance coverage first, then to COUNTY for compensation for covered services and shall at no time seek compensation, other than beneficiary share of cost, from CLIENTS without prior written approval from COUNTY.

4.02 **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 BHS policies.

4.03 **Rate Changes.** It is understood by both parties 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.

AGREEMENT

1. **DESCRIPTION OF SERVICES.**

1.01 **Psychiatrist.** A Psychiatrist must be certified by and in good standing with the American Board of Psychiatry and Neurology, or be eligible to be certified within 12 months of the date of execution of this Agreement.

1.02 **Services.**

1.01.1 CONTRACTOR shall be responsible for all those acts of diagnosis, treatment, or prescribing or ordering of drugs which may only be performed by a licensed physician. Doctors are expected to cover for other psychiatrists who are unexpectedly unavailable.

1.01.2 CONTRACTOR shall provide medical care and services to CLIENTS as authorized by section 2051 of the California Business & Professions Code.

1.01.3 COUNTY is responsible to train CONTRACTOR and provide a reasonable level of support for the electronic health record (EHR). CONTRACTOR is responsible to be proficient in working with the EHR.

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

2. **LICENSES.** CONTRACTOR shall furnish COUNTY, within thirty (30) days of execution of this Agreement, a copy of license number, National Provider Identifier (NPI) and complete a Medicare application 855I enrollment and 855R reassignment of

Medicare benefits, and/or evidence of credentialing. CONTRACTOR shall also abide by the DHCS/MHP contract provisions regarding Specialty Mental Health Services.

3. PAYMENTS TO CONTRACTOR.

3.01 **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.

3.02 **Rate Changes.** It is understood by both parties 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.

AGREEMENT

1. **TELEMEDICINE OR TELEMED.** Shall mean client/patient consultation via video conferencing, transmission of still images, e-health including patient portals, remote monitoring of vital signs, continuing medical education, among other applications between CONTRACTOR and COUNTY per California Telemedicine Development Act of 1996, Senate Bill 1665, California Business and Professions (B&P) Code sections 2242, 2242.1 and 2290.5.

2. **TELEMEDICINE OR TELEMED PROVIDER.** Shall mean Psychiatrists providing Telemed services operating as subcontractors to CONTRACTOR unless and or as agreed upon between COUNTY and CONTRACTOR as an addendum to this Agreement.

3. **ESSENTIAL QUALIFICATIONS.** A Telemed provider must:

3.01 Be certified by and in good standing with, the American Board of Psychiatry and Neurology, or be eligible to be certified within 12 months of the date of execution of this Agreement; or

3.02 Be a Nurse Practitioners or Physician Assistant (PA) under the supervision of CONTRACTOR via CONTRACTOR's board certified psychiatrists.

3.03 All Telemed provider(s) must establish and maintain active participation in the Medicare and Medicaid program as an approved provider.

4. **DESCRIPTION OF SERVICES.**

4.01 **CONTRACTOR Services.**

4.01.1 CONTRACTOR shall be responsible for diagnosis, treatment, or prescribing or ordering of drugs.

4.01.2 COUNTY and CONTRACTOR may mutually agree upon coverage for unexpected availability of other psychiatrist.

4.01.3 CONTRACTOR shall provide medical care and services to CLIENTS as authorized by section 2051 of the B&P Code.

4.01.4 CONTRACTOR shall provide all necessary psychiatric medication management care via Telemed equipment.

4.01.5 COUNTY shall train CONTRACTOR and provide a reasonable level of support for the COUNTY's Electronic Health Record (EHR). CONTRACTOR is responsible to be proficient in working with the EHR.

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

4.01.7 CONTRACTOR will provide follow-up services to CLIENTS which include subsequent telephone, fax, email and written communication as necessary.

4.01.7.1 Such contact will be documented within forty-eight (48) hours during the week and seventy-two (72) hours if received over a weekend or holiday.

4.01.7.2 Contact should be limited to medication prescribed by CONTRACTOR.

4.01.8 CONTRACTOR will enter all clinical documentation directly into EHR and electronic prescribing system at the time of service.

4.01.8.1 If CONTRACTOR is unable to access the EHR for any reason, CONTRACTOR will notify COUNTY of the situation and shall enter all CLIENT service documentation into the EHR within five (5) business days from the date of service.

4.01.8.2 CONTRACTOR services will be limited to Psychiatric Assessment and Evaluation and Medication support services.

4.01.8.3 CONTRACTOR will provide supervision and/or consultant services as needed and mutually agreed upon.

4.02 COUNTY's IT staff shall provide, at no cost to CONTRACTOR, technical assistance limited to training, navigation, and unlock user account within the EHR system.

4.03 COUNTY will complete all non-clinical data for any patient-related paperwork, including but not limited to, names, dates of service, diagnoses by most recent chart note, addresses, doctor's name and address, phone numbers, and any other non-clinical data that does not require a physician's clinical judgment. This data will be completed prior to submission to CONTRACTOR's Telemed provider. It is at the CONTRACTOR's discretion to sign any patient related form. These forms include, but are not limited to, Social Security disability forms, In-Home Health Care, conservatorship re-evaluations transportation passes, work releases, return to work forms, employment forms of any kind, and school related forms.

4.04 CONTRACTOR will not be involved in Worker's Comp claims of any kind for any reason.

4.05 CONTRACTOR shall provide prescription for CLIENT as allowed by California law which allows a covering physician to prescribe three (3) days' worth of the same medication prescribed by the patient's previous psychiatrist and still taken regularly by the patient.

5. **SCHEDULE.**

5.01 CONTRACTOR shall schedule CLIENT sessions as mutually agreed upon by COUNTY.

5.02 Should scheduled day fall on a holiday, COUNTY and CONTRACTOR will mutually agree on another day of the week for Telemed services to be provided.

5.03 CLIENT cancellation appointment may be replaced with other previously seen CLIENTS.

5.04 COUNTY and CONTRACTOR shall mutually agree upon duration for New Psychiatric Evaluation, and follow up evaluations duration.

6. **CONDITIONS TO COMPENSATION.**

6.01 CONTRACTOR will be compensated for the number of hours scheduled. Unless a scheduled session is canceled at least forty-eight (48) hours in advance.

6.02 CONTRACTOR will not be compensated if any of the following conditions occur:

6.02.1 CONTRACTOR isn't available or CONTRACTOR equipment fails resulting in CONTRACTOR being unable to perform services, then CONTRACTOR will not be compensated for that specific duration of time.

6.02.2 Inclement weather, as declared by the Governor of California for COUNTY;

6.02.3 Nationally verified internet outage (i.e., outside the control of COUNTY IT staff);

6.02.4 Illness of CONTRACTOR with sufficient time to find a replacement;

6.02.5 Legitimate office-wide COUNTY emergency affecting all COUNTY staff at the designated service facility;

6.02.6 COUNTY may delay or not pay compensation and/or recoup from CONTRACTOR if CONTRACTOR's records and/or the content of those records are deficient or incomplete under guidelines from Medi-Cal, Medicare, and any other public and/or private insurance or payee.

6.03 COUNTY will remain responsible for payment of all fees owed to CONTRACTOR, whether reimbursable to COUNTY by a third party or not, except as indicated above.

7. **HEALTH INFORMATION TECHNOLOGY.**

7.01 CONTRACTOR and COUNTY connection shall meet the privacy and security provision of the Health Information Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH Act), and all related state and federal regulations for the access, maintenance and storage of system data and files.

7.02 CONTRACTOR will report any HIPAA breach per Madera County Master Contract No. 20.

7.03 CONTRACTOR will only access COUNTY EHR software through a private and secure network connection.

7.03.1 CONTRACTOR and COUNTY shall each be responsible for Telemed equipment at their respective site and/or facilities.

7.03.2 CONTRACTOR shall provide and maintain requirements for secure HIPAA and HITECH Act Video Conferencing connection. The primary service

provider shall be Omnijoin, Nefsis, WebEx, GoToMeeting, and OmniView, or the equivalent.

7.03.3 COUNTY will ensure CONTRACTOR is granted access through COUNTY secure firewall, allowing CONTRACTOR access to type directly into COUNTY's EHR and electronic prescribing system.

7.03.4 CONTRACTOR and COUNTY are each responsible for network connection on their side of the firewall, and the resolution of all network connections issues will be by mutual agreement. The goal is to ensure continuity of care and to minimize disruption in service delivery.

8. **ACCOUNT RECEIVABLE PAYMENT AND CLAIMS PROCESSING:**

8.01 COUNTY is responsible for account receivable billing and collection for all appropriate services.

8.02 CONTRACTOR will not bill any third party payers nor seek compensation directly from CLIENTS.

8.03 CONTRACTOR shall provide to COUNTY the necessary documentation for COUNTY to receive payment from Medi-Cal, Medicare, and any other public and/or private insurance or payee.

9. **LICENSES.** CONTRACTOR shall furnish COUNTY, within thirty (30) days of execution of this Agreement, and/or the hiring of new staff with 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.

10. **PAYMENTS TO CONTRACTOR.**

10.01 **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.

10.02 **Rate Changes.** It is understood by both parties 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.

MADERA COUNTY MASTER CONTRACT NO. 20
Attachment J – Treatment and Ancillary Services

AGREEMENT

1. **EXCEPTIONS TO 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 1.01 Facility.**

1.02 **Section 1.02 Safe and Accessible Facility.**

1.03 **Section 1.03 Services to Be Provided.**

2. **DESCRIPTION OF SERVICES.**

2.01 **Services to Be Provided.**

2.01.1 CONTRACTOR and COUNTY Director of Behavioral Health Services (BHS) shall agree to a staffing allocation for Practitioner of the Healing Arts for Specialty Mental Health Services to Madera COUNTY Residents.

2.01.2 CONTRACTOR and COUNTY Director of 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 may be responsible for the acts of diagnosis, treatment, targeted case management, rehabilitative, prescribing and/or ordering of drugs as allowed by each individual discipline per Title 9 CCR sections 1810.204 through 1810.225.

2.01.4 Each Practitioner of the Healing Arts must work within their scope of practice as define in QMP 28:00 Provider Staff Education and Experience Requirements, incorporated herein by reference and available on COUNTY's website,

maderacounty.com under "Behavioral Health Services," the appropriate regulation, and/or California Business and Professions Code Sections.

2.01.4.1 A License Practitioner of the Healing Arts which includes Psychiatrist, Psychologist, Licensed Clinical Social Worker (LSCW), Licensed Marriage and Family Therapist (LMFT), Licensee Professional Clinical Counselor (LPCC), Psychiatric Nurse Practitioner (PNP), Registered Nurse (RN), Licensed Vocation Nurse (LVN), and/or Licensed Psychiatric Technician (PT) per Title 9 CCR, sections 623 through 629.

2.01.4.2 A waived Practitioner of the Healing Arts which includes Associate Clinical Social Worker (ASW), Associate Marriage and Family Therapist (AMFT), Associate Professional Clinical Counselor (APCC), Graduate Student Trainee (Master's Level) in Disciplines of Social Work per CCR Title 9 1810.254.

2.01.4.3 A para professional which includes Occupational Therapist, Mental Health Rehabilitation Specialist and/or Case Manager/Worker per CCR, Title 9, 630.

2.01.5 CONTRACTOR may provide Lanterman-Petris-Short Act Conservatorship (LPS Conservatorship) services per CCR 14009.5 and California Welfare and Institutions Code sections 5350-5372.

2.01.6 COUNTY will train CONTRACTOR and provide a reasonable level of support for the electronic health record (EHR). CONTRACTOR is responsible to be proficient in working with the EHR.

3. **LICENSES.** CONTRACTOR shall furnish COUNTY, within thirty (30) days of execution of this Agreement, a copy of 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.

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

4.01 **Property Interest.** CONTRACTOR 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.

4.02 **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.

4.03 **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."

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

5. **PAYMENTS TO CONTRACTOR.**

5.01 **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.

5.02 **Rate Changes.** Both parties understand that the approved basic 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.

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

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.

MADERA COUNTY MASTER CONTRACT NO. 20
Attachment L – Information Technology (IT)

AGREEMENT

1. **INFORMATION TECHNOLOGY (IT).** Shall mean a component of infrastructure that is used for collecting and transmitting data.

2. **APPLICATION SERVICE PROVIDER (ASP).** Shall mean a business providing computer-based services to COUNTY over a network for COUNTY to access a particular software application.

3. **ESSENTIAL QUALIFICATIONS.**

3.01 CONTRACTOR's MIS IT system shall have the capability to provide COUNTY with a network adequate for on-demand access to logon and access the contractual services.

3.02 The interactions of the system and subsystem must be compatible, efficient and successful.

3.03 CONTRACTOR's staff shall be personnel with expertise and experience necessary to support the MIS system during the terms of this Agreement.

3.04 CONTRACTOR with data submittal requirements shall implement policies and procedures for ensuring the complete, accurate, and timely submission of encounter data for all services.

4. **DESCRIPTION OF SERVICES.**

4.01 **Subscription Services and Professional Services.**

4.01.1 CONTRACTOR services content shall be current, valid data and/or current best practices.

4.01.2 CONTRACTOR retains all right, title and interest in the application, application documentation, brand, the interface software, and all related materials, including all copies in any form or medium, whether known or unknown or existing.

4.01.3 COUNTY will have non-exclusive, non-transferable, non-sublicensable license to make a reasonable number of copies of the application documentation for COUNTY internal use in connection with access and use of the application.

4.01.4 All subscription services and professional services are provided on an "as is/as available" basis. CONTRACTOR shall not be liable for the use or misuse of the contents of the training material.

4.01.4.1 COUNTY shall have responsibility and liability for any users' compliance with the terms and conditions of this Agreement

4.01.4.2 COUNTY shall have responsibility for the results obtained from the use of the subscription services and for conclusion drawn from such use.

4.01.4.3 CONTRACTOR shall retain all rights, title and interest in and to any and all intellectual property used or in any manner employed by CONTRACTOR in the provision of services under this Agreement.

4.02 **Electronic Health Record (EHR).**

4.02.1 Ownership of software remains with the party that purchased the software

4.02.2 Either party may grant the other party operation rights to the application pursuant to this Agreement. No rights to the application, related documentation and other information, other than those granted pursuant to this

Agreement, are transferred to the other party.

4.02.3 Ownership of databases/software programs including all modification and formats developed shall remain with the owner of the software

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

5. **SCHEDULE.** CONTRACTOR shall provide access which is mutually agreed upon by COUNTY.

6. **CONDITIONS TO COMPENSATION.** COUNTY may delay or not pay compensation and/or recoup from CONTRACTOR if CONTRACTOR's records and/or the content of those records are deficient or incomplete under guidelines of scope of work.

7. **HEALTH INFORMATION TECHNOLOGY.**

7.01 CONTRACTOR and COUNTY connection shall meet the privacy and security provision of the Health Information Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH Act), and all related state and federal regulations for the access, maintenance and storage of system data and files.

7.02 CONTRACTOR will report any HIPAA breach per Madera County Master Contract No. 20.

7.03 CONTRACTOR will only access COUNTY EHR software through a private and secure network connection.

7.03.1 CONTRACTOR and COUNTY shall each be responsible for equipment at their perspective site and/or facilities.

7.03.2 COUNTY will ensure CONTRACTOR is granted access through COUNTY secure firewall thus, allowing CONTRACTOR access to type directly into COUNTY's EHR and electronic prescribing system.

7.03.3 CONTRACTOR and COUNTY are each responsible for network connection on their side of the firewall, and the resolution of all network connections issues will be by mutual agreement. The goal is to ensure continuity of care and to minimize disruption in service delivery.

8. **PAYMENTS TO CONTRACTOR.**

8.01 **Basis for Claims.** Claims for payment shall be based on complete and timely documentation and all other required documentation and/or services. Claimed services shall be provided and documented, in accordance with applicable federal and state regulations.

8.02 **Rate Changes.** Both parties 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.

MADERA COUNTY MASTER CONTRACT NO. 20
Attachment M – Substance Use Disorder (SUD) Court Order Offender

AGREEMENT

1. DESCRIPTION OF SERVICES.

7.01 Services to Be Provided.

1.01.1 First Offender and Multiple Offender Drinking Driver, Wet Reckless Drinking Driver Program ("DDP"). CONTRACTOR shall provide programs for alcohol and other drug education and counseling services pursuant to Health and Safety Code section 11837.3, applicable federal and state regulations, and applicable COUNTY Behavioral Health Services policies.

1.01.2 Penal Code section 1000/Deferred Entry of Judgment (DEJ). CONTRACTOR shall provide programs for alcohol and other drug education and counseling services pursuant to Penal Code section 1000 and applicable federal and state regulations and with applicable COUNTY Behavioral Health Services policies.

1.01.3 Reporting to Court. CONTRACTOR shall report to the referring Court any individual who fails to enroll in or to attend the program.

1.01.4 Program Certification. Program certification approving eligibility to serve DDP and/or Penal Code section 1000 program participants will be provided by COUNTY Alcohol and Drug Program Administrator. Certification renewal will occur every year as part of the program monitoring process. Site visits will be used to determine whether certification standards continue to be met. Program certification may be revoked at any time during the term of this Agreement if CONTRACTOR is found to be out of compliance with certification standards and CONTRACTOR cannot and/or will not make all required corrections within twenty (20) days of notice of non-compliance.

2. **FEES CHARGED TO PARTICIPANTS.**

2.01 Penal Code Section 1000. The fees to be charged by CONTRACTOR to Participants referred to as the Deferred Entry of Judgment/PC 1000 Program shall be as set forth in Unit of Service Cost, as specified in the Master Contract Cover Sheet.

2.02 DDP Contract Services. In accordance with Title 9 California Code of Regulations (CCR) section 9878, CONTRACTOR shall charge only those fees approved by ADP/DHCS. If the Participant's documented monthly income is equal to or less than COUNTY's General Assistance Level, or if the Participant provides proof of receiving General Assistance, the participant shall pay a maximum program fee of no more than Five Dollars (\$5.00) per month for each month he/she remains eligible for the reduced program fee. If the Participant's monthly gross income is no more than Thirty-Five Percent (35%) of the monthly median family income for Madera County, CONTRACTOR shall allow the participant to extend payment of program fees beyond the date of completion of the program, for a maximum of six (6) months from the date of enrollment.

3. **LICENSES.** Where applicable, COUNTY shall require, as a condition of this Agreement, that CONTRACTOR comply with Title 21 Code of Federal Regulations (CFR) Parts 291 and 1300, et seq.; Title 9 California Code of Regulations (CCR) section 1000 et seq.; Title 9 CCR Chapter 11; Title XIX of the Social Security Act; Drug/Medi-Cal Certification Standards for Substance Abuse Clinics; DHCS Substance Use Disorder Appeal Process. CONTRACTOR must conform to all applicable state and federal statutes and regulations which are incorporated herein by reference. CONTRACTOR shall furnish COUNTY with a copy of its Site Certification/License letter within thirty (30) days of execution of this Agreement.

4. **PAYMENTS TO COUNTY.** CONTRACTOR shall reimburse COUNTY for the costs of program certification, administration and ongoing monitoring activities. CONTRACTOR will remit verification of said costs to COUNTY Auditor-Controller, no later than thirty (30) days following the close of each calendar quarter:

4.01 **DDP Contract Services.** A total sum consisting of five percent (5%) of gross fees collected from CLIENTS attending the program pursuant to this Agreement.

4.02 **Penal Code Section 1000.** A total sum consisting of three percent (3%) of gross fees collected from CLIENTS attending the program pursuant to this Agreement.

5. **RECORDS, REPORTING, AUDITS.** Facilities shall submit the following to COUNTY: an annual audited end-of-year financial statement. These reports must be submitted November 15.

6. **CONTROL REQUIREMENTS.**

6.01 COUNTY will evaluate and monitor CONTRACTOR's activities for compliance with applicable statutes, regulations, and terms for the purpose of providing alcohol and drug services.

6.02 CONTRACTOR shall establish and be familiar with written policies and procedures consistent with the following requirements.

6.02.1 California Health & Safety (H&S) Code Division 10.5, Part 2 commencing with section 11760

6.02.2 Title 9 CCR, Division 4, commencing with section 9000.

6.02.3 Title 42 United States Code (USC), sections 300x-21 through 300x-31, 300x-34, 300x-53, 300x-57, and 330x-64 through 66.

6.02.4 45 CFR sections 96.120 through 96.137.

6.02.5 42 CFR sections 8.01 through 8.6.

6.02.6 Confidentiality of Alcohol, Drug Abuse Patient Records (42 CFR Part 2, Subparts A-E).

6.02.7 21 CFR sections 1301.01 through 1301.93, "Department of Justice, Controlled Substances."

6.03 CONTRACTOR shall comply with the Minimum Quality Drug Treatment Standards for Substance Abuse Block Grant (SABG) for all Substance Use Disorder (SUD) treatment programs either partially or fully funded by SABG.

7. **GENERAL PROVISIONS.**

7.01 Counselor Certification. Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9 CCR Division 4, Chapter 8.

8. **OPERATING COSTS.** CONTRACTOR shall furnish and pay for all personnel, supplies, insurance, rent, utilities, telephone and all other expenses of any kind or nature whatsoever for the establishment and maintenance of programming. All services provided by CONTRACTOR pursuant to this Agreement will be rendered at no cost to COUNTY.

9. **BILLINGS, COLLECTIONS, ACCOUNTING.** CONTRACTOR agrees that billings and collections shall be in accordance with the Uniform Billing and Collection Guidelines established by the ADP and DHCS, and accounting shall conform to the COUNTY's fiscal year.