

**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](http://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.