

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.