

BOARD OF SUPERVISORS COUNTY OF MADERA

MADERA COUNTY GOVERNMENT CENTER
200 WEST FOURTH STREET / MADERA, CALIFORNIA 93637
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MEMBERS OF THE BOARD

FRANK BIGELOW
VERN MOSS
RONN DOMINICI
MAX RODRIGUEZ
TOM WHEELER

TANNA G. BOYD, Chief Clerk of the Board

File No: 10121
10342

Master Contract No. 005
Master Contract No. 006
Master Contract No. 007
Master Contract No. 017

Date: June 29, 2010

In the Matter of CONSIDERATION OF APPROVAL OF AMENDMENTS TO MASTER CONTRACT NO. 005, 006, 007 AND 017, TO AMEND THE CONFIDENTIALITY PROVISIONS, FOR BEHAVIORAL HEALTH SERVICES DEPARTMENT, COUNTY COUNSEL DEPARTMENT.

Upon motion of Supervisor Moss, seconded by Supervisor Dominici, it is ordered that the attached be and it is hereby adopted as shown.

I hereby certify that the above order was adopted by the following vote, to wit:

AYES: Supervisors Bigelow, Moss, Dominici and Rodriguez.
NOES: None.
ABSTAIN: None.
ABSENT: Supervisor Wheeler.

Distribution:

ATTEST: TANNA G. BOYD, CLERK
BOARD OF SUPERVISORS

Master Contract Binder (via Sarah Anderson)
Granicus

By *Trina Smalace*
Deputy Clerk

MADERA COUNTY MASTER CONTRACT NO. 007
(Behavioral Health Services - Network Providers,
Therapeutic Behavioral Services, Inpatient Psychiatrist, MHP Group Providers)

AGREEMENT

1. **PURPOSE AND SERVICES.** COUNTY hereby engages CONTRACTOR to provide mental health services to COUNTY Medi-Cal beneficiaries ("Clients") as part of COUNTY's Mental Health Plan, as set forth in the Master Contract Cover Sheet. Mental health services are covered services, as identified in the "Medi-Cal Mental Health Plan Manual" which is available on COUNTY's website, www.madera-county.com, under "Behavioral Health Services" and incorporated herein by this 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. These covered services are subject to the limitation set forth in the Statewide Medi-Cal Program unless specifically exempted by COUNTY. Covered services provided shall be subject to the limitations and procedures listed in the Medi-Cal Mental Health Plan Manual unless COUNTY notifies CONTRACTOR of modification of that policy.

1.01 (Therapeutic Behavioral Services (TBS) contracts only) CONTRACTOR shall provide TBS to CLIENTS who meet the criteria for eligibility for TBS, as described in the State Department of Mental Health (DMH) Policy Letters (available at the DMH website, www.dmh.ca.gov), and COUNTY Mental Health Plan (MHP) policies and procedures, including CLN 09:00 (Therapeutic Behavioral Services) which are available on COUNTY's website, www.madera-county.com, under "Behavioral Health Services." CONTRACTOR shall maintain professional staff to provide TBS, as outlined in CLN 09:00. Each person delivering services pursuant to this Agreement must be acting within scope of practice, must have been determined by COUNTY Mental Health Plan (MHP) to be qualified to provide the service, and must comply with all contract provisions, DMH Policy Letter, MHP policies, procedures and training requirements as they pertain to the delivery of TBS. 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. CONTRACTOR, if not yet certified by the Madera County Mental Health Plan, shall furnish COUNTY, within thirty (30) days of execution of this Agreement, a copy of Medi-Cal Certification letter from the Host County. Should CONTRACTOR assess that a COUNTY beneficiary may be in need of emergency services because he or she is

a danger to self, a danger to others, or gravely disabled, CONTRACTOR shall contact COUNTY Behavioral Health Services in accordance with procedures outlined in the Medi-Cal Mental Health Plan Manual. If CONTRACTOR disagrees with the crisis worker's evaluation, CONTRACTOR may contact the MHP or Behavioral Health Administration staff on duty for further evaluation. COUNTY shall participate in the planning of CONTRACTOR's TBS to its beneficiaries, and shall comply with the provisions of CLN 09:00 in obtaining prior approval for all such TBS. COUNTY staff also shall participate with CONTRACTOR's staff, in compliance with CLN 09:00 in making discharge plans for COUNTY beneficiaries.

1.02 (Inpatient Psychiatrist contracts only): COUNTY hereby engages CONTRACTOR to provide mental health services to COUNTY Medi-Cal beneficiaries and indigent residents who are not covered by other third party payors ("CLIENTS") as part of COUNTY's Mental Health Plan, as set forth in the Master Contract Cover Sheet. Mental health services are covered services, as identified in the Medi-Cal Mental Health Plan Manual, together with any amendments or changes to the manual, and when rendered by a contractor who meets the appropriate requirements to provide covered services. These covered services are subject to the limitation set forth in the Statewide Medi-Cal Program unless specifically exempted by COUNTY. Covered services provided shall be subject to the limitations and procedures listed in the Medi-Cal Mental Health Plan Manual unless COUNTY notifies CONTRACTOR of modification of that policy. One face-to-face service per approved hospital day may be billed for each Client who is a patient in a specified contract hospital. One Inpatient Consultation for a Client who is in a medical bed of a hospital may be provided without prior authorization by COUNTY.

1.03 (Inpatient Psychiatrist, TBS and/or MHP Group Provider services contracts only) CONTRACTOR shall provide a list of Designated Staff that will deliver services to CLIENTS. CONTRACTOR shall furnish COUNTY, within thirty (30) days of execution of this Agreement, the list of Designated Staff including license number, National Provider Identifier (NPI) and/or evidence of credentialing. COUNTY reserves the right, at all times during the term of this Agreement, to add and/or delete to the providers listed therein. Changes shall be made in writing and agreed upon between COUNTY and CONTRACTOR.

2. **PRIOR AUTHORIZATION(S)**. Prior authorization(s) from COUNTY shall be required for all outpatient mental health services, pursuant to the terms and conditions of this Agreement, and as described in the Medi-Cal Mental Health Plan Manual, prior to the time services are rendered. Prior authorization shall be required for a specified number of CLIENT contacts during a specified authorization period. 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, for services in excess of number of authorized CLIENT contacts, or for services provided to ineligible individuals. CONTRACTOR shall not admit, treat, refer, or transfer a CLIENT without prior approval of COUNTY.

2.01 (TBS contracts only) CONTRACTOR is responsible for obtaining from COUNTY Managed Care Supervisor prior approval for all TBS, in compliance with CLN 09:00.

2.02 (Inpatient Psychiatrist contracts only) 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.

3. **COMPLIANCE WITH QUALITY ASSURANCE/IMPROVEMENT AND UTILIZATION REVIEW**. CONTRACTOR shall cooperate and participate with COUNTY in Quality Assurance/Improvement and Utilization Review Programs and grievance procedures, and comply with all final determinations rendered by COUNTY Quality Assurance/Improvement and Utilization Review Programs, unless decision is reversed upon appeal, as set forth in the Medi-Cal Mental Health Plan Manual. COUNTY's adverse decisions regarding CONTRACTOR services to CLIENT(S) may result in the disallowance of payment for service(s) rendered; may result in additional controls to the delivery of service(s); or may result in the termination of this Agreement. COUNTY shall have sole discretion in the determination of Quality Assurance/Improvement and Utilization Review outcomes, decisions, and actions.

4. **LICENSES**. CONTRACTOR shall, at all times during the term of this Agreement, maintain all necessary valid licenses to practice in the State of California and shall conform to accepted professional standards in the delivery of services pursuant to this Agreement.

5. **TERMINATION**. This Agreement may be terminated with prior written notice by either party, as follows:

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5.01 **Termination by CONTRACTOR.** If terminated by CONTRACTOR, termination shall require sixty (60) days advance written notice of intent to terminate, transmitted by CONTRACTOR to COUNTY by Certified U.S. Mail, Return Receipt Requested, addressed to the office of COUNTY, as follows:

Madera County Behavioral Health Services

P. O. Box 1288

Madera CA 93639

5.02 **Termination by COUNTY.** If terminated by COUNTY:

5.02.1 **Non-Allocation of Funds.** The terms of this Agreement, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services to be provided may be modified or this Agreement may be terminated by giving CONTRACTOR thirty (30) days advance written notice.

5.02.2 **Breach of Contract.**

- (a) **Suspension/Termination.** COUNTY may immediately suspend or terminate this Agreement, in whole or in part, where, in the determination of COUNTY, there is an illegal or improper use of funds; a failure to comply with any term of this Agreement; substantially incorrect or incomplete report submitted to COUNTY; improperly performed service; exclusion of CONTRACTOR from participation in federal health care programs under the Social Security Act; or failure by CONTRACTOR, its employees or subcontractors to abide by CONTRACTOR's code of ethical conduct or COUNTY's Code of Ethics as listed in COUNTY's Compliance Handbook, located in the Behavioral Health Services area of COUNTY's website www.madera-county.com.
- (b) **Waiver of Breach.** 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.
- (c) **Repayment of Disallowances.** 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.

5.02.3 **Date of Termination.** If termination is initiated by COUNTY or CONTRACTOR, the date of such termination shall be set giving consideration to the welfare of CLIENT(S). The number of services to be provided and duration of time for the appropriate clinical transition of CLIENT(S) prior to termination of services shall be at the sole discretion of COUNTY.

5.02.4 **Automatic Termination.** This Agreement terminates automatically, and this provision is self-executing, in the following situations: Loss or suspension of licensure by CONTRACTOR; charges to CLIENT(S) by CONTRACTOR without prior written approval from COUNTY; CONTRACTOR's failure to comply with COUNTY's utilization control procedures as set forth in the Medi-Cal Mental Health Plan Manual; CONTRACTOR's failure to abide by COUNTY's Quality Assurance/Improvement procedures as set forth in the Medi-Cal Mental Health Plan Manual; CONTRACTOR's failure to maintain adequate levels of insurance as specified herein; CONTRACTOR's failure to meet COUNTY's qualification criteria as set forth in the Medi-Cal Mental Health Plan Manual; assignment or delegation of rights or duties under this Agreement without prior written consent of COUNTY; exclusion of CONTRACTOR from participation in federal health care programs under the Social Security Act; or in the event of the closure of business by CONTRACTOR and/or death or withdrawal of CONTRACTOR from practice.

5.02.5 **Notice of Termination.** Under circumstances other than those set forth above, this Agreement may be terminated without cause by either party upon the giving of sixty (60) days advance written notice to the other party of an intention to terminate.

5.02.6 **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.

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6. **PAYMENTS TO CONTRACTOR; CLAIMS PROCESSING.**

6.01 **Conditions for Payment** COUNTY will reimburse CONTRACTOR for covered services rendered to CLIENTS when all of the following conditions are met:

6.01.1 CLIENT is eligible for Medi-Cal Program benefits at the time the covered service is rendered by CONTRACTOR; and

- a. (Inpatient Psychiatrist contracts only) CLIENT is COUNTY's Medi-Cal beneficiary or indigent resident who is not covered by other third party payors;
- b. (Inpatient Psychiatrist contracts only) CLIENT is a patient in a contracted psychiatric hospital or a medical hospital at the time the covered service is rendered by CONTRACTOR;
- c. (Inpatient Psychiatrist and/or TBS contracts only) CONTRACTOR shall attach all original reports, notes, and other documents as requested by the MHP staff, as outlined in the Medi-Cal Mental Health Plan Manual and/or CLN: 09:00.

6.01.2 The service is a covered service under COUNTY's Mental Health Plan according to the specifications set forth in the Medi-Cal Mental Health Plan Manual in effect at that time; and

6.01.3 CONTRACTOR received prior authorization from COUNTY except as otherwise provided herein; and

6.01.4 Claims for payment are submitted within thirty (30) calendar days of the close of the month wherein services were rendered; and

6.01.5 CONTRACTOR has provided to COUNTY a current certificate of insurance for each policy required by this Agreement. Payment of claims will be withheld during any period of time in which CONTRACTOR has not provided the required certificates.

6.02 **Claims**. CONTRACTOR shall obtain and complete claim forms as approved by COUNTY, which may be amended from time to time for use in COUNTY's Mental Health Plan, for covered services rendered to CLIENTS, and submit completed claim forms to COUNTY monthly for covered services rendered during the previous month.

6.02.1 **Submission of Claims**. CONTRACTOR shall submit claims monthly for services rendered pursuant to this Agreement to Madera County Behavioral Health Services, Mental Health Plan, P. O. Box 1288, Madera, CA 93639. A separate claim form shall be submitted for each CLIENT, covering only one

fiscal year, and shall include the identification number of the individual CLIENT, type of service (HCPC/CPT Code) rendered, date of each service, and duration of each service.

- (a) **Basis for Claims.** Claims for payment shall be based on complete and timely documentation in 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.
- (b) **Certification for Services Provided.** CONTRACTOR shall certify that all services reported to COUNTY meet reimbursement criteria as defined by the State Department of Mental Health (DMH). 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, he/she shall immediately notify COUNTY and reimburse COUNTY for any payment received.

6.02.2 **Payment to CONTRACTOR.** Payment by COUNTY for CONTRACTOR services shall be in arrears, within thirty (30) business days after receipt, verification and approval of CONTRACTOR's claim by COUNTY. It is understood by all parties that all expenses incidental to CONTRACTOR's provision of services pursuant to this Agreement shall be the responsibility of CONTRACTOR.

6.02.3 **Repayment of Disallowances.** Each billing is subject to audit for compliance with federal and state regulations and with the Medi-Cal Mental Health Plan Manual, and COUNTY may be making payments on billings in advance of an audit. In the event that a claim is disapproved, COUNTY may, at its sole discretion, withhold compensation or set off from other payments due to CONTRACTOR in the amount of said disapproved billings. CONTRACTOR will be responsible for reimbursement to COUNTY for any revenues to be repaid to COUNTY, state, federal government or other insurance carrier due to audit exceptions of any kind, which includes but is

not limited to Utilization Review and Medical Review by any of these entities.

6.03 **Reimbursement.** Reimbursement to CONTRACTOR for rendering covered services to CLIENTS shall be made at the fee-for-service reimbursement rates of payment in effect for Madera County's Mental Health Plan and adopted by Madera County Board of Supervisors, as set forth in Exhibit "A," "Network Provider Reimbursement Rates," which is attached hereto and incorporated herein by this reference. The rate is considered to be payment in full, subject to third party liability and beneficiary share of cost, for the specialty mental health services provided to CLIENTS.

6.03.1 **Rate Changes.** It is understood by both parties that the approved Rate may change during the term of this Contract. If COUNTY Board of Supervisors approved a new rate during the term of this Contract, the new rate shall be used to determine the amount which COUNTY shall pay to CONTRACTOR for services provided under this Contract. The provisions of this Section are self-executing upon change in the approved Rate.

6.03.2 (TBS contracts only) Upon the submission of 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 COUNTY Clients those rates as specified on the Master Contract Cover Sheet and not to exceed the current Short-Doyle/Medi-Cal Maximum Reimbursement Rate for TBS.

6.03.3 **Settlement to Cost Rate.** (TBS contracts only) Federal financial participation determined from cost report settlement for the period of January 1, 2009 through June 30, 2009, and all fiscal years thereafter, will be determined based on the lower of cost, published charges (unless a nominal-charge provider), or statewide maximum allowances (SMA). (DMH Information Notice 09-13.)

6.04 **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.

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7. **CONTRACTOR PROBLEM RESOLUTION.**

7.01 **Complaints.** CONTRACTOR may submit complaints or problems for quick and easy resolution in accordance with the processes concerning Provider Complaint and Appeal Procedures described in the Medi-Cal Mental Health Plan Manual. CONTRACTOR's complaints or problems may be submitted to:

Mental Health Plan Coordinator
Madera County Behavioral Health Services
P. O. Box 1288
Madera CA 93639
(559) 675-7850; FAX (559) 675-7758

7.02 **Appeals.** CONTRACTOR may appeal to COUNTY a denied, terminated, or reduced request for COUNTY authorization for payment of mental health services. 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, in accordance with the policies and procedures concerning Provider Grievance Procedure described in the Medi-Cal Mental Health Plan Manual. Final determination of all appeals shall be made by COUNTY Director of Behavioral Health Services. All appeals of adverse decisions shall be submitted to:

Director of Behavioral Health Services
Madera County Behavioral Health Services
P. O. Box 1288
Madera CA 93639
(559) 675-7926; FAX (559) 675-4999

8. **INDEPENDENT CONTRACTOR.**

8.01 **Independent Capacity.** In the performance of the work, duties and obligations assumed by CONTRACTOR under this Agreement, CONTRACTOR will, at all times, be acting and performing as an independent contractor and shall act in an independent capacity and not as an officer, servant, employee, joint venturer, partner, or associate of COUNTY. COUNTY shall have no right to control, supervise or direct the manner by which CONTRACTOR shall perform his work or function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing his obligations in accordance with the terms and conditions thereof. CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters covered by this Agreement.

8.02 **No Rights to COUNTY Benefits.** Because of his status as an independent contractor, CONTRACTOR shall have absolutely no right to employment rights and benefits available to COUNTY employees. In addition, CONTRACTOR shall be solely responsible for and hold COUNTY harmless from all matters relating to compliance with Social Security regulations, withholding of taxes, Workers' Compensation coverage, and all other regulations governing such matters.

8.03 **Services to Others.** It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to COUNTY or to this Agreement.

9. **DISCRIMINATION PROHIBITED.** CONTRACTOR shall not differentiate nor discriminate against COUNTY clients in the rendering of covered services, nor shall CONTRACTOR discriminate on the basis of race, color, national origin, ancestry, religion, sex, marital status, medical condition, mental or physical disability, sexual orientation or age or any other basis protection by federal and state law. COUNTY clients will receive the same level of care as provided to all other clients served by CONTRACTOR. CONTRACTOR shall render mental 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 Mental Health Plan restrictions. CONTRACTOR shall comply with all applicable federal, state, and local statutes, regulations and ordinances with regard to non-discrimination in the provision of services and 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 and the Americans with Disabilities Act of 1990 and related state 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.

10. **REPORTING OF PATIENT/CLIENT ABUSE, UNUSUAL OCCURRENCE, DEATH OR SUICIDE.**

10.01 **Elders and Dependent Adults Abuse.** CONTRACTOR shall comply with Welfare and Institutions 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 Welfare and Institutions Code sections 15630, 15631 and 15632. CONTRACTOR shall make this report on such abuse and shall submit all required information in accordance with Welfare and Institutions Code sections 15630, 15633 and 15633.5.

10.02 **Minor Children Abuse.** CONTRACTOR shall comply with California Penal Code 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 Penal Code sections 11164, 11165.8 and 11166. CONTRACTOR shall make the report on such abuse and shall submit all required information in accordance with Penal Code sections 11166 and 11167.

10.03 **Notification.** CONTRACTOR shall notify COUNTY of all allegations and actual incidents (i.e., abuse, injuries and deaths) affecting COUNTY 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. (Refer to Behavioral Health Services Policies QMP 12:00, Reporting Unusual Occurrences, and QMP 13:00, Consumer Death/Suicide, as incorporated in the Medi-Cal Mental Health Plan Manual.)

11. **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. No part of this Agreement can be unilaterally amended by either party. 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, the parties shall meet and confer to renegotiate the terms of this Agreement affected by such changes.

12. **NON-ASSIGNMENT.** Neither party shall assign, transfer, or subcontract this Agreement nor their rights or duties under this Agreement without the prior written consent of the other party. Any assignment, transfer or delegation of duties made by CONTRACTOR in violation of this provision shall be void and of no force or effect and shall result in automatic and immediate termination of this Agreement.

13. **INDEMNITY.**

13.01 **Responsibility for Damages/Liability.** Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of any act or omission by CONTRACTOR under or in connection with any services rendered pursuant to this Agreement. It is understood and agreed that CONTRACTOR shall defend, fully indemnify and hold harmless COUNTY and its officers and employees from any liability imposed and for any loss, cost, or injury occurring by reason of any act or omission by CONTRACTOR under or in any way

connected with any services rendered pursuant to this Agreement unless the principal reason for such action or omission is a direction or order to CONTRACTOR by COUNTY, in which case the rules of comparative negligence shall apply.

13.02 **CONTRACTOR Shall Hold COUNTY Harmless.** CONTRACTOR shall hold COUNTY, its officers and employees absolutely and completely harmless from any and all liability, costs, expenses or judgments arising out of CONTRACTOR's performance or failure to perform under this Agreement or arising from professional malpractice or alleged negligent or intentionally tortious acts of any of CONTRACTOR's officers or employees.

13.03 **COUNTY Shall Hold CONTRACTOR Harmless.** COUNTY shall hold CONTRACTOR, its officers and employees absolutely and completely harmless from any and all liability, costs, expenses or judgments arising from COUNTY's performance or failure to perform under this Agreement or arising from professional malpractice or alleged negligent or intentionally tortious acts of any of COUNTY's officers or employees.

14. **INSURANCE.**

14.01 **Maintenance of Insurance Coverage.** Without limiting COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at his sole expense, shall obtain and maintain in full force and effect the insurance coverage specified on the Master Contract Cover Sheet throughout the term of this Agreement. 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.

14.02 **Proof of Insurance.** At the time of entering into this Agreement, CONTRACTOR shall provide certification or other sufficient proof of the required insurance to COUNTY. These policies of insurance shall not be canceled or changed without a minimum of thirty (30) days advance 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. All insurance policies shall be furnished by an insurer approved by COUNTY Risk Manager.

15. **RECORDS, REPORTING, AUDITS.**

15.01 **Records.** CONTRACTOR agrees to retain and maintain records documenting all services provided under this Agreement in sufficient detail to permit evaluation and audit of such services and as required by COUNTY.

15.01.1 **Availability of Records.** CONTRACTOR shall make available, during the term of this Agreement and during the applicable period of records retention, all such records and data with respect to matters covered under this Agreement to authorized representatives of COUNTY and other appropriate agencies for authorized review for fiscal audits, program compliance and beneficiary complaints.

15.01.2 **Retention of Records.** CONTRACTOR shall retain all records prepared pursuant to this Agreement for the period as required by law and/or until audit findings are resolved or until required audits have been completed, whichever is later. If, following termination of this Agreement, CONTRACTOR's facilities are closed, CONTRACTOR shall notify COUNTY within forty-eight (48) hours thereafter, in writing, of all arrangements made by CONTRACTOR for preservation of all financial, services, and other records prepared pursuant to this Agreement.

15.02 **Reports.** CONTRACTOR agrees to complete and submit all forms and reports required by COUNTY as described in the Medi-Cal Mental Health Plan Manual and as required for State cost reporting.

15.02.1 (Inpatient Psychiatrist, TBS and/or MHP Group Provider contracts only) CONTRACTOR shall provide an audited end-of-year financial statement to COUNTY if total compensation exceeds Sixty Thousand Dollars (\$60,000.00).

15.02.2 **Cost Reports.** (Short-Doyle/Medi-Cal providers of TBS and Day Service contracts only) A Short-Doyle/Medi-Cal cost report must be completed by October 15 following the close of the fiscal year.

15.03 **Audits and Inspections.** CONTRACTOR shall, at any time during business hours and as often as deemed necessary, make available to COUNTY, DMH, the Department of Health and Human Services (HHS), the State Department of Health Services (DHS), the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized representatives, for

examination, inspection, audit, transcribing or copying all books and records pertaining to the goods and services covered by the terms of this Agreement.

15.04 **Confidentiality of CLIENT Information.**

15.04.1 **Protection of Confidential Information.** Notwithstanding any other provision of this Agreement, names, identifying numbers, symbols or other identifying particulars of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Code of Federal Regulations Title 42, section 431.300 et seq., California Welfare and Institutions Code sections 5328 et seq. and 14100.2, and regulations adopted thereunder. For the purpose of this Agreement, all information, records, data and data elements collected and maintained for the operation of this Agreement which pertain to CLIENT(S) shall be protected by CONTRACTOR from unauthorized disclosure.

15.04.2 **Use of Confidential Information.** With respect to any identifiable CLIENT information obtained by CONTRACTOR 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 other than COUNTY, HHS, DMH, or DHS without prior written authorization by COUNTY specifying that the information may be released under Code of Federal Regulations Title 42, section 431.300 et seq. and Welfare and Institutions Code section 14100.2, and regulations adopted thereunder; and
- (d) at the discretion of COUNTY, return all such information to COUNTY or maintain such information according to written procedures of DHS for this purpose, at the expiration or termination of this Agreement.

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16. **COMPLIANCE WITH LAWS/POLICIES.** CONTRACTOR shall comply with all federal, including but not limited to Title XIX of the Social Security Act, state and local laws, ordinances, rules, regulations, manuals, guidelines, Americans with Disabilities Act (ADA) standards, and directives applicable to its performance hereunder. Further, all provisions required to be included in this Agreement are hereby incorporated herein this reference.

17. **PROVIDE SAFE FACILITY.** CONTRACTOR shall maintain a safe facility in which specialty mental health services are provided to CLIENTS.

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

19. **COMPLIANCE WITH STATE REQUIREMENTS.** CONTRACTOR recognizes that COUNTY operates its behavioral health system under agreements with DMH and ADP, and that under said agreements the State imposes certain requirements on COUNTY and its subcontractors. CONTRACTOR agrees to abide by the State requirements.

20. **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.

21. **COUNTY'S RIGHTS NOT WAIVED BY PAYMENTS.** In no event shall the making by COUNTY of any payment 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 shall exist, shall not be construed as acceptance of substandard or careless work or as relieving CONTRACTOR from its full responsibility under this Agreement.

22. **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.

23. **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.

24. **SECTION HEADINGS.** Both parties agree that 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.

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25. **NOTICES.**

25.01 **Delivery of Notice.** Any and all 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 one of the parties or, in lieu of such personal delivery, when deposited in the United States mail, postage prepaid, addressed to such party.

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

25.03 **Authorized Persons.** The persons and their addresses having authority to give and receive notices under this Agreement include the following:

COUNTY

Director of Behavioral Health Services
County Behavioral Health Services
P. O. Box 1288
Madera CA 93639
(559) 675-7926

CONTRACTOR

(See cover sheet)

With copy to

Tanna G. Boyd, Chief Clerk
Madera County Board of Supervisors
200 West 4th Street
Madera CA 93637
(559) 675-7700

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

27. **COMPLIANCE WITH STATE AND FEDERAL PRIVACY AND SECURITY LAWS.** CONTRACTOR shall comply with all applicable federal and state laws regulating the privacy and security of health information. CONTRACTOR will employ appropriate safeguards in the use, disclosure, and transmission of all information (oral, paper and electronic) protected by privacy regulations. Any breach of privacy or security must be reported within five (5) business days to COUNTY Behavioral Health Services.

28. **CLIENTS' RIGHTS.** CONTRACTOR shall comply with all applicable CLIENTS' rights provisions including, but not limited to, Welfare and Institutions Code section 5325 et seq., California Code of Regulations Title 22 and Title 9, section 850 et seq. Further, CONTRACTOR shall comply with all CLIENTS' rights policies provided by COUNTY. COUNTY Patients' Rights Advocate shall be given access by CONTRACTOR to all CLIENTS, CLIENTS' records, and

CONTRACTOR's personnel in order to monitor CONTRACTOR's compliance with all applicable statutes, regulations, manuals and policies.

29. **REMEDY FOR BREACH AND 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.

30. **EXCLUSION FROM PARTICIPATION IN FEDERAL HEALTH CARE PROGRAMS.** CONTRACTOR assures that, at the time of entering into this Agreement, it is not 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.

31. **PROVIDE DRUG-FREE WORKPLACE.** CONTRACTOR will comply with the requirements of the Drug-Free Work Place Act of 1990, Government Code section 8350 et seq., and will provide a drug-free work place by taking the following actions:

31.01 **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 as required by Government Code section 8355(a).

31.02 **Establish Drug-Free Awareness Program.** Establish a drug-free awareness program as required by Government Code section 8355(b) to inform employees about all of the following:

31.02.1 The dangers of drug abuse in the work place;

31.02.2 The person's or organization's policy of maintaining a drug-free work place;

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

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

31.03 **Employee Notification/Agreement.** Require, as provided by Government Code section 8355(c), that every employee engaged in the performance of this Agreement:

- 31.03.1 Be given a copy of CONTRACTOR's drug-free policy statement; and
- 31.03.2 As a condition of providing services pursuant to this Agreement, agree to abide by the terms of the statement.

32. **CODE OF CONDUCT.** CONTRACTOR agrees to abide by the provisions of its own code of ethical conduct, or if does not have such a code of conduct, to abide by the Code of Ethics as listed in COUNTY's Compliance Handbook, located in the Behavioral Health Services area of COUNTY website www.madera-county.com.

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

34. **ENTIRE AGREEMENT.** These Standard Contractual Clauses, including the Medical Mental Health Plan Manual, the Network Provider Reimbursement Rates as Exhibit "A," and the Master Contract Cover Sheet, and any exhibits specified in the Master Contract Cover Sheet and attached thereto and incorporated by reference, shall constitute the entire agreement between CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes 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.

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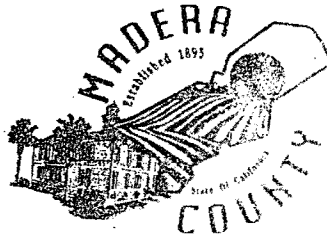
IN WITNESS WHEREOF, the foregoing Agreement is executed on the day and year first written above.

COUNTY OF MADERA

Frank Bigelow
Chairman, Board of Supervisors
Pro Tem June 29, 2010

ATTEST:

Janice A. Boyd
Clerk, Board of Supervisors



Approved as to Form:
RISK MANAGEMENT

By: *[Signature]*

Approved as to Legal Form:
COUNTY COUNSEL

By: *[Signature]*

ACCOUNT NUMBER(S)

