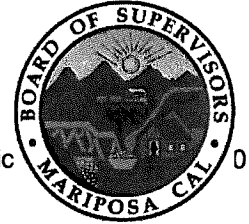


# MARIPOSA COUNTY

Human Services/Behavioral Health & Recovery Services



## **RESOLUTION - ACTION REQUESTED 2015-409**

MEETING: August 18, 2015

TO: The Board of Supervisors

FROM: Chevon Kothari, Human Services Director

RE: Quest Community Counseling Mental Health Provider Contract

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### **RECOMMENDATION AND JUSTIFICATION:**

Approve an Agreement with Quest Community Counseling Services in an Amount Not to Exceed \$80,000 to Provide Counseling Services for Mental Health Clients, and Authorize the Board of Supervisors Chair to Sign the Agreement.

Quest Community Counseling Services is a Medi-Cal certified provider and may provide counseling services to clients that have Medicare, Medi-Cal, and/or private insurance.

Medi-Cal clients referred to this contractor may be seen as long as necessary for the purpose of stabilization. Clients seen over a period of time must continue to meet medical necessity as evidenced by a yearly treatment plan update. All records for these referred clients must be kept in the Mariposa County Behavioral Health Anasazi Electronic Health Record system. Case documentation that meets professional standards must be kept in the Anasazi system, including acceptable updated assessments, treatment plans and progress notes. Documentation will be monitored by the Behavioral Health Utilization Review Committee. All independent contractors will work under the guidelines established by the Mental Health Services Contract currently in effect between the Human Services Department and the State Department of Mental Health as outlined in Exhibit A of the contract.

### **MENTAL HEALTH ADVISORY BOARD REVIEW:**

In 2008 the Mariposa County Mental Health Board recommended that the Human Services Department consider contracting out to independent counselors those mental health clients who could benefit from a community counseling setting. Eligibility is to be decided on a case by case basis.

The purpose behind this recommendation from the Mental Health Board was to shift a less restrictive caseload from county staff to independent counselors. Under an independent contract, a community counselor is able to provide billable Medicare, Medi-Cal, and/or Private Insurance services. This will free up staff resources within the Department which can then be directed to more complex cases and help to reduce waiting lists for services.

### **BACKGROUND AND HISTORY OF BOARD ACTIONS:**

The current agreement for this facility was approved by the Board on August 19, 2014, by Resolution Number 2014-429.

## Resolution - Action Requested 2015-409

### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

This community provider contract will increase total Medicare and/or Medi-Cal billing through Mariposa County Behavioral Health. If the contract is not approved, total billing may be decreased.

### **FINANCIAL IMPACT:**

**These contract service providers are cost-neutral to Mariposa County because they generate offsetting revenue through the Medi-Cal and/or Medicare billing process. These independent contractors are responsible to provide for their own costs. The Department estimates that county staff will be able to increase revenue to the Department through increased billing, by billing at higher rates for more complex cases, and by increasing the frequency of visits by other clients; therefore, there is no anticipated current or future impact to the County General Fund.**

### **ATTACHMENTS:**

**Quest Community Counseling Services PSA V3 and Exhibit A 2016 V2 (PDF)**

### **CAO RECOMMENDATION**

Requested Action Recommended



Mary Hodson, CAO

8/13/2015

**RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]**

**MOVER:** Marshall Long, District III Supervisor

**SECONDER:** John Carrier, District V Supervisor

**AYES:** Smallcombe, Jones, Long, Cann, Carrier

**PROFESSIONAL SERVICE AGREEMENT**

THIS AGREEMENT is made this 18 day of August, 2015 between:

COUNTY:

Mariposa County Human Services Department  
Post Office Box 99  
Mariposa, CA 95338  
(209) 966-2000

and

CONTRACTOR:

Quest Community Counseling Services  
5037 Bullion Street  
P.O. Box 62  
Mariposa, CA 95338

**ARTICLE 1. TERM OF AGREEMENT**

**1.01 Agreement Term:** This Agreement shall become effective as of July 1, 2015 and shall terminate on June 30, 2016, unless terminated in accordance with the provisions of Article 7 of this Agreement.

**ARTICLE 2. INDEPENDENT CONTRACTOR STATUS**

**2.01 Independent Contractor:** It is the express intention of the parties that Contractor is an independent Contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

**2.02 Contractor Qualifications:** Contractor warrants that it has the necessary competence, experience and qualifications for the services to be performed.

**2.03 Agreement Management:** Contractor shall report to Chevon Kothari, Human Services Department Director, who will review the activities and performance of the Contractor and administer this Agreement.

**ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR**

**3.01 Scope of Services:** Contractor agrees to perform the services as described on Exhibit "A" attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in Agreement time. All such services are to be coordinated with County

and the results of the work shall be monitored by the Human Services Director or his/her designee. However, the means by which the work is accomplished shall be the sole responsibility of the Contractor.

- 3.02 Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.
- 3.03 Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Agreement. County may not control, direct, or supervise Contractor's responsibility for assistants or employees in the performance of those services. Contractor assumes full performance of those services. Contractor assumes full and sole responsibility for the payment of all compensation and expenses of such assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

#### **ARTICLE 4. COMPENSATION**

4.01 Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to the services satisfactorily performed in the not to exceed amount of Eighty Thousand Dollars (\$80,000) for services as described above. The total sum to be paid to Contractor includes all labor, materials, and other expenses to be incurred by Contractor in the performance of the services described herein. Payment shall be made upon submission of a formal claim approved by the appropriate official of the County as follows:

- Total sum to be paid upon completion of services,
- or
- Incremental payments based on the following schedule:

Contractor shall submit monthly invoices for service hours as outlined in Exhibit A.

- 4.02 Invoices: Contractor shall submit detailed invoices for all services being rendered from the Contractor to the County.
- 4.03 Date for Payment of Compensation: County will endeavor to make payment within 45 days of invoices being submitted from the Contractor to the County, and approval and acceptance of the work by the County.
- 4.04 Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of equipment provided by Contractor, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County, except associated lodging and mileage, as outlined in Exhibit A.

#### **ARTICLE 5. OBLIGATIONS OF CONTRACTOR**

5.01 Tools and Instrumentalities: Contractor will supply all tools and instrumentalities, required to perform the services under this Agreement. Contractor is not required to

purchase or rent any tools, equipment or services from County. County shall not provide working space, supplies, materials or other such support to Contractor in the performance of the services and tasks as described herein.

- 5.02** Indemnification: Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy professional general liability insurance in the minimum amount of Two Hundred Fifty Thousand Dollars (\$250,000) per claim with Five Hundred Thousand Dollars (\$500,000) annual aggregate. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.03** Certificate of Insurance: Contractor shall complete and file with the County prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth in paragraphs 5.02 above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to County prior to the effective date of such cancellation.
- 5.04** Professional Liability Coverage: Contractor shall furnish a certificate of insurance evidencing such insurance for the above-cited liability coverage prior to commencing work.
- 5.05** Workers' Compensation: During the term of this Agreement Contractor agrees to provide workers' compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify County for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.
- 5.06** Public Employees Retirement System (CalPERS): In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.
- 5.07** State and Federal Taxes: As Contractor is not County's employee; Contractor is responsible for paying all required state and federal taxes. In particular:

  - a) County will not withhold FICA (Social Security) from Contractor's payments;
  - b) County will not make state or federal unemployment insurance contributions on behalf of Contractor;
  - c) County will not withhold state or federal income tax from payment to Contractor;
  - d) County will not make disability insurance contributions on behalf of Contractor;

e) County will not obtain workers' compensation insurance on behalf of Contractor.

- 5.08** Contractor's Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.
- 5.09** Assignability of Agreement: It is understood and agreed that this Agreement contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express written consent of the County.
- 5.10** HIPAA Compliance: Contractor agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity contractor performs on behalf of County, to the extent County would be required to comply with such requirements.

More specifically, Contractor will not use or disclose confidential information other than as permitted or required by this contract and will notify County of any discovered instances of breaches of confidentiality.

Without limiting the rights and remedies of County elsewhere as set forth in this agreement, County may terminate this agreement without penalty or recourse if determined that Contractor violated a material term of the provisions of this section.

Contractor ensures that any subcontractors and agents receiving health information related to this contract agree to the same restrictions and conditions that apply to Contractor with respect to such information

## **ARTICLE 6. OBLIGATIONS OF COUNTY**

- 6.01** Cooperation of County: County agrees to comply with all reasonable requests of Contractor and provide access as allowed by law to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.
- 6.02** Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by County without the prior written consent of Contractor.

## **ARTICLE 7. TERMINATION OF AGREEMENT**

- 7.01** Termination Occurrence of Stated Events: This Agreement shall terminate automatically on the occurrence of any of the following events:
1. Bankruptcy or insolvency of Contractor;
  2. Death of Contractor.
- 7.02** Termination by County for Default of Contractor: Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at County's option, may terminate this Agreement by giving written notification to Contractor.
- 7.03** Termination for Convenience of County: County may terminate this Agreement at any time by mailing a notice in writing to Contractor that the Agreement is terminated. Said Agreement shall then be deemed terminated and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.
- 7.04** Termination of Funding: The parties acknowledge that the nature of government finance is unpredictable, and that the rights and obligations set forth in this Agreement are necessarily contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Agreement and all obligations of County arising from this Agreement shall be immediately discharged. County agrees to inform Contractor no later than thirty (30) calendar days after County determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available.

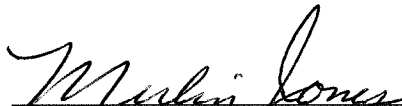
## **ARTICLE 8. GENERAL PROVISIONS**

- 8.01** Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.
- 8.02** Entire Agreement of the Parties: This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged and approved by the County as provided herein or as otherwise required by law.
- 8.03** Partial Invalidity: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.


- 8.04 Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
- 8.05 Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. No discrimination shall be made by Contractor in the employment of persons who work under this Agreement because of race, color, national origin, ancestry, disability, sex or religion of such person.
- 8.06 Waiver: In the event that either County or Contractor shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation.
- 8.07 Governing Law: This Agreement and all matters relating to it shall be governed by the laws of the State of California and County of Mariposa and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Mariposa.

Executed at Mariposa, California, on the date and year first above written.

**COUNTY:**

  
 \_\_\_\_\_  
 Merlin Jones, Chair  
 Mariposa County Board of Supervisors

**CONTRACTOR:**

 <sup>SMS</sup> 8-18-15  
 \_\_\_\_\_  
 Contractor (Signature)

**APPROVED AS TO FORM:**

  
 \_\_\_\_\_  
 STEVEN W. DAHLEM  
 County Counse



## Exhibit A

# Independent Contractor Revision Beginning July 1, 2015

### I. Introduction:

- a) The purpose of this attachment is to:
  - Provide a description of services to be provided for Mariposa County Behavioral Health (MCBH) by independent contractors (also referred to as contractor in this Exhibit) who are \*licensed clinical counselors and who agree to provide services for Medi-Cal clients. Hereafter referred to as (Medi-Cal)).
  - Describe services to be performed
  - Outline the responsibility of contractors
  - Insure quality assurance and
  - Clarify billing and other logistical matters.

### II. Description of Services:

- a) Beginning July 1, 2015, clients referred from MCBH to contractors are:
  - Medi-Cal and when appropriate, Medi-Care clients.\*
  - Clients with insurance and others as may be appropriate. (See IV, b below.)
- b) Exceptions include:
  - Crisis services for clients are to be referred to day-time or night-time MCBH crisis workers, unless the crisis can be handled by the contractor in the office. The crisis line number for MCBH is (209) 966-7000. These services will be billed through MCBH.
- c) Medi-Cal clients referred to a contractor may be seen as long as necessary for the purpose of stabilization. Clients seen over a period of time must continue to meet medical necessity as evidenced by a yearly treatment plan update. All records for these referred clients must be kept in the Anasazi record keeping system. This must be reflected in acceptable updated assessments, treatment plans and progress notes. This will be monitored by Behavioral Health Utilization Review Committee.

### III. Contract Contractor Responsibility

- a) Contractor will be responsible to bring the Medicare or Medical clients to MCBH, to meet with a member of MCBH clinical staff at the Human Services Family Service Center for their initial appointment. MCBH staff will assist the client with intake packet and business office requirements. Client intake packet materials will be collected into a paper chart record and kept at the MCBH office. It is expected that with the inclusion of scanning features, all paperwork will eventually be included into the Electronic Health Record.

- Following the initial intake process, a MCBH staff, will contact the contractor to schedule the initial assessment with the client.
  - If for any reason, there is an anticipated delay to this process, the client can be scheduled at MCBH for the initial assessment. It is the goal of this agency to connect people seeking services with clinical assessment within 10 days of the initial contact requesting services.
- b) Late or incorrect documentation may result in suspension of payment for services until documentation is correct and current. For example, when a treatment plan has expired, any services billed for after the expiration date will be disallowed. Once the treatment plan has been updated and signed by clinician and client, contractor may resume billing for services.
- c) After a second warning, contractors not in compliance with documentation guidelines (Policies and Procedures [P&P 6.2.2]), may be subject to termination.
- d) The contractor agrees to notify MCBH at least four weeks prior to terminating services and to provide a minimum of fifteen days written notice to affected clients.
- e) The contractor agrees to notify MCBH by calling the clinical supervisor and notifying him/her of the temporary inability to accept new Medi-Cal clients. This suspension of referrals will exist until contractor notifies MCBH that new referrals can be accepted. If a contractor does not accept new referrals for a period of six-months the contract will be reviewed and, at the discretion of MCBH, the contract may be terminated unless it can be shown that extenuating circumstances exist requiring the contractor to stop taking referrals.
- f) Contractors are authorized to provide “covered” services to Medi-Cal clients that are listed under the Specialty Mental Health Services of the Mental Health Plan. Authorized services include:
- Initial and annual updated assessments;
  - Individual Therapy;
  - Group Therapy;
  - Family Therapy;
  - Plan Development;
  - Case Management;
  - Crisis Intervention; and
  - Annual case plan update.
- g) Contractor agrees to provide services to clients in accordance with legal and ethical standards as proscribed by all relevant professional, federal, state, and/or local regulatory and statutory requirements. These include, but are not limited to, policies and procedures concerning:
- Treatment of minors. (P&P 6.4.2);
  - Access to Adolescent Client records by non-custodial parents, (P&P 6.4.3);
  - Child Protective and Adult Protective Services reporting requirements (P&P 6.4.1);
  - Tarisoff warnings (See P&P 6.4.5);
  - Court appearances. (See P&P 6.4.6); and

- HIPAA training. (Contractor, licensed employees and case management staff) agrees to take HIPAA training from MCBH prior to seeing clients.
- h) When dealing with paper records, contractor agrees to abide by MCBH Policies and Procedures on:
- Retention and destruction of client information. (P&P 5.28);
  - Privacy Complaints (P&P 5.24);
  - Client confidentiality (P&P 5.25);
  - Detection and reporting of fraud (P&P 6.21, also P&P 2.19.1-2:19.8 Compliance Plan);
  - Patients' Rights Advocacy (P&P 6.5; 6.5.1);
  - Advance Directives.
  - Beneficiary's rights and responsibilities;
  - Problem resolution process (P&P 6.7, 6.8.2);
  - Storage of records (Behind double locks).
  - Discrimination and harassment in the workplace (P&P 1.6); and
  - Monitoring of his/her contract (P&P 5.30);
- i) Contractor will display the following in an easy to see place in his/her office:
- Patients' rights posters;
  - Patients' rights pamphlets;
  - Grievance letters and envelopes;
  - Consumer information brochures;
  - Material about advance healthcare directives; and
  - Information about beneficiary problem resolution in all threshold languages (These are currently in English and Spanish).
- j) Contractor agrees to offer equal availability and accessibility of services to both commercial enrollees and Medi-Cal enrollees. Contractor shall offer hours of operation for Medi-Cal enrollees that are no less than hours of operation offered to commercial enrollees, i.e., if the Contractor serves enrollees from a commercial plan as well as Medi-Cal eligible clients, the hours the Contractor makes available for commercial enrollees, must be the same for Medi-Cal enrolled clients. In other words, a contractor cannot set aside a Saturday (or any other day) just for Medi-Cal clients.

#### **IV. Quality Assurance**

- a) The MCBH Compliance Committee has the responsibility of assuring that high quality services are provided to the beneficiaries in a safe, clean, cost effective and efficient manner. (See Mariposa County Behavior Health and Recovery Services Compliance Plan.) The Compliance Committee reviews services and programs of public private contractors in order to ensure:
- Accessibility;
  - Facility is clean, sanitary, and in good repair.
  - Fire clearance updated on a regular basis;
  - Services are meaningful and beneficial to the client;
  - Services are culturally and linguistically competent;
  - Contractor uses Interpreter Line when a client does not speak English and has need for another language (P&P 6.9);

- Services produce highly desirable results through the efficient use of resources; and
  - Services meet requirements for medical necessity
- b) The Compliance Committee (Compliance Officer) will monitor beneficiaries' satisfaction with services they are receiving from contractors. MCBH management staff will evaluate contract performance based on agreed upon measurable objectives as determined by client and clinician in the annual case plan.
- If the MCBH staff, Grievance Review staff or any other committee of the MHP makes a finding that a contractor may be deficient in rendering or managing care, or if other problem areas are discovered, procedures outlined in Policy and Procedures will be initiated. (See P&P 2.13, 2.13.1, 2.13.2, 2.13.5, 2.13.7.)
  - If these deficiencies or problem areas are verified, corrective sanctions may be applied. These sanctions may include mandatory review of all claims, periodic review of medical records, or termination of the contractor's contract with MCBH.

**V. Clarification on billing and other logistical matters:**

- a. Contractors will be reimbursed for Medi-Cal clients at the rates listed below and based on documentation in the Anasazi Electronic Health Records System.
- i. \$118.50 per hour for Medi-Cal clients.
  - ii. \$118.50 per server hour for each individual Medi-Cal client seen in a group.
  - iii. \$39.80 per 16-37 minute session for Medicare\* clients and clients seen individually.
  - iv. \$51.55 per 38-52 minute sessions for Medicare clients and clients seen individually.
  - v. \$77.19 per 53 and over minute session for Medicare\* clients and clients seen individually.
  - vi. \$15.87 per person per group session up to 90 minutes for each Medicare" client seen in a group.
- b. For private pay and insurance clients, MCBH will create a resource list that will include all licensed resource contractors in Mariposa County. This list will be handed out to clients seeking services but who do not qualify for county services or who do not wish to be included in the county system.
- c. When a client is referred to a contractor that contractor will be responsible for collecting any fees or for billing private insurance as well as keeping an electronic record separate from Anasazi. Mariposa County takes no responsibility for these clients.

\*Currently, only LCSWs and PhD Clinical Psychologists are allowed to see Medicare clients.