RESOLUTION - ACTION REQUESTED 2017-33

MEETING: January 24, 2017

TO: The Board of Supervisors

FROM: Chevon Kothari, Human Services Director

RE: Quest Community Counseling Mental Health Provider Contract 2Nd Amendment

RECOMMENDATION AND JUSTIFICATION:
Approve a Second Amendment with Quest Community Counseling Services increasing the not to exceed amount by $100,000 for a new not to exceed amount of $230,000 to Provide Counseling Services for Mental Health Clients; and Authorize the Board of Supervisors Chair to Sign the Amendment.

The need for the services provided by this vendor have been greater than anticipated. In order to be able to continue using this vendor, the not to exceed amount of the original agreement must be increased.

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.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The current agreement for this facility was approved by the Board on July 19, 2016, by Resolution Number 2016-387.

The First Amendment to the current agreement was approved by the Board on December 20, 2016, by Resolution Number 2016-664

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
This community provider Amendment will continue to increase total Medicare and/or Medi-Cal billing through Mariposa County Behavioral Health. If the Amendment is not approved, total billing may be decreased and we may have longer wait times for clients to be served.

FINANCIAL IMPACT:
There is sufficient funding in the Behavioral Health budget to accommodate the requested increase in the compensation amount. This provider generates Medi-Cal revenue that offsets the costs of the contract. There is no impact to the County General Fund.

ATTACHMENTS:
Quest Community 2nd Amendment - Legal Review (DOC)
Res No 2016-664 (PDF)
Quest Community Counseling Services PSA 2017 (PDF)

CAO RECOMMENDATION
Requested Action Recommended

Dallin Kimble
Dallin Kimble, Interim CAO 1/17/2017

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Menetrey, Smallcombe, Jones, Long, Cann
SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT is made and entered into this 24th day of January 2017, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as “County” and Quest Community Counseling Services, hereinafter referred to as “Contractor”.

WHEREAS, the County and Contractor have heretofore entered into a Professional Services Agreement dated July 19, 2016, wherein Contractor agreed to provide counseling services as described on Exhibit “A” of the Professional Services Agreement in the not to exceed amount of Eighty Thousand Dollars ($80,000);

WHEREAS, the County and Contractor have heretofore entered into a First Amendment to Professional Services Agreement dated December 20, 2016, wherein the not to exceed compensation was increased by an additional Fifty Thousand Dollars;

WHEREAS, County and Contractor desire to further amend said Agreement to increase the compensation to be provided to Contractor;

NOW, THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 4.01, “Compensation”, is hereby further amended to provide that an additional One Hundred Thousand Dollars ($100,000) will be added to the original Agreement price of Eighty Thousand Dollars ($80,000) and the additional Fifty Thousand Dollars ($50,000) from the First Amendment, making the total compensation paid to Contractor the not to exceed amount of Two Hundred Thirty Thousand Dollars ($230,000). Contractor further acknowledges that all amounts for the tasks completed to date have been fully paid by County.

2. Except as herein amended, the Professional Services Agreement dated July 19, 2016 and the First Amendment dated December 20, 2016 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA:

[Signature]
Marshall Long, Chair
Mariposa County Board of Supervisors

ATTEST:

[Signature]
Rene LaRoche
Clerk of the Board

CONTRACTOR:

[Signature]

APPROVED AS TO FORM:

[Signature]
Steven W. Dahlem
County Counsel