RESOLUTION - ACTION REQUESTED 2017-449

MEETING: July 11, 2017

TO: The Board of Supervisors

FROM: Chevon Kothari, Human Services Director

RE: Quest Community Counseling Mental Health Provider Contract

RECOMMENDATION AND JUSTIFICATION:
Approve an agreement with Quest Community Counseling Services in an amount not to exceed $100,000 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 (EHR) 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 to cover the costs of the contract. 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 July 19, 2016, by Resolution Number 2016-387.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**  
If the contract is not approved, we may have longer wait times for clients to be served.

**FINANCIAL IMPACT:**  
This contract will continue to be paid within the Mental Health budget unit. Contract costs are offset by Medi-Cal revenue claimed for services performed. This contract is cost neutral to the County and there is no impact to the County General Fund.

**ATTACHMENTS:**  
Quest Agreement 2018 - July 5 2017 (PDF)

**CAO RECOMMENDATION**  
Requested Action Recommended

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**RESULT:**  ADOPTED BY CONSENT VOTE [UNANIMOUS]  
**MOVER:**  Merlin Jones, District II Supervisor  
**SECONDER:**  Kevin Cann, District IV Supervisor  
**AYES:**  Smallcombe, Jones, Long, Cann, Menetrey
AGREEMENT FOR COUNSELING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of July, 2017, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Quest Community Counseling Services, ("Contractor"), pursuant to the following terms and conditions.

WITNESSETH:

1. TERM

The term of this Agreement shall commence on July 1, 2017 and terminate on June 30, 2018 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform counseling services as described in Exhibits A, B, and C which are attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $100,000. The Contractor’s hourly rates are listed in Exhibit D, “Payment Terms and Conditions.” The County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO)Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto, (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

(3) Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $2,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor’s profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provision:

(1) Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, the Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay
losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the County.

(7) Verification of Coverage: Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

(9) Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify Entity its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney’s fees, arising from all acts or omissions to act of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from Entity’s sole negligence or willful acts.

6. INDEPENDENT CONTRACTOR

It is the expressed 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.

7. 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.

8. **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.

9. **ASSIGNMENT**

It is understood and agreed that this Contract 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 Contract will be permitted only with the express written consent of the County.

10. **NOTICE**

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

**CONTRACTOR:**
Quest Community Counseling Services  
5037 Bullion St.  
P.O. Box 62  
Mariposa, CA 95338

**COUNTY:**  
County of Mariposa  
5362 Lemee Lane  
P.O. Box 99  
Mariposa, CA 95338  
Fax: (209) 742-0996

11. **COMPLIANCE**

Contractor shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Contractor’s performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person’s race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.
12. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

13. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the Mariposa County Human Services. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

14. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

15. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.

B. Either party may terminate this Agreement for convenience upon 30 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit D.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

16. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.
17. **DISPUTES**

Should it become necessary for a party to this Agreement to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney’s fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

18. **CAPTIONS**

The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

19. **NUMBER AND GENDER**

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word “person” includes corporations, partnerships, firms or associations, wherever the context so requires.

20. **MANDATORY AND PERMISSIVE**

“Shall” is mandatory. “May” is permissive.

21. **SUCCESSORS AND ASSIGNS**

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

22. **COUNTERPARTS**

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

23. **OTHER DOCUMENTS**

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

24. **CONTROLLING LAW**

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.
25. **AUTHORITY**

Each party and each party’s signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

26. **NEGOTIATED AGREEMENT**

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

27. **NO RELIANCE ON REPRESENTATIONS**

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

28. **WARRANTY**

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor’s work by County shall not operate as a waiver or release.

29. **FUNDING AVAILABILITY**

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor’s assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, or offer an Agreement amendment to Contractor to reflect the reduced amount.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA  

[Signature]
Marshall Long, Chair
Board of Supervisors

CONTRACTOR  

[Signature]  6-14-17
Scott Seymour

ATTEST:  

[Signature]
Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:  

[Signature]
Steven W. Dahlem
County Counsel
Exhibit A

Quest Community Counseling Services

Scope of Work

I. **Contact Person & Information:**
Scott Seymour, Executive Director
5037 Bullion Street
Mariposa CA 95338
Phone: 209 742-5080

II. **Program Description:**
   A. Contractors may provide “covered” services to Medi-Cal clients that are listed under the Specialty Mental Health Services of the Mental Health Plan. Authorized services include:
   B. Initial and annual updated assessments;
   C. Individual Therapy;
   D. Group Therapy;
   E. Family Therapy;
   F. Plan Development;
   G. Case Management;
   H. Crisis Intervention;
   I. All clients must meet target population criteria. Target population are those who meet Medical Necessity Criteria for Speciality Mental Health Service.
   J. All services are intended to be provided within Mariposa County, unless otherwise authorized by MCBHRS.

III. **Hours of Operation:**
   A. Contractor shall maintain regular hours of operation for client services.
   B. 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.
   C. Crisis services for clients are to be referred to day-time or night-time MCBHRS crisis workers, unless the crisis can be handled by the contractor in the office. The crisis line numbers for MCBHRS are (209) 966-7000 or 1-800-549-6741. These services will be billed through MCBHRS.
   D. The contractor agrees to notify MCBHRS by calling the Quality Assurance Supervisor or the Deputy Director and notifying him/her of the temporary inability to accept new Medi-Cal clients. This suspension of referrals will exist until contractor notifies MCBHRS 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 MCBHRS, the contract may be terminated, unless it can be shown that extenuating circumstances exist requiring
Exhibit A

Quest Community Counseling Services

the contractor to stop taking referrals

IV. Service Description:
   a. Treatment Model/Evidence Based Practices:
      1. Contractor shall provide Recovery Model, client centered and culturally
         competent services that support achieving their identified Treatment Plan
         goals and objectives.
   B. Targeted Population Eligibility Criteria:
      1. Clients referred from MCBHRS to contractor must meet Medical
         Necessity Criteria for Speciality Mental Health Service as outlined in CCR
         Title 9 Chapter 11 Section 1830.205, 1830.210
   C. Referral Protocol:
      1. MCBHRS will use the Mariposa County Bi-Directional Referral process.
         All clients to be seen through the county contract will be assessed at
         MCBHRS and referred to the contractor.
         a) With the exception of Sierra Quest Academy. Sierra Quest
            Academy clients will be authorized to have assessment by
            contractor after MCBHRS intake process has been completed.
   D. Contractor will notify MCBHRS in writing of denied referrals within 3 business
      days.

V. Coordination of Service:
   A. MCBHRS will complete all initial assessments with the exception of Sierra Quest
      Academy clients.
   B. Contractor will be responsible for all annual reassessments.
   C. Clients without a current assessment will not be eligible for claimable services.
   D. Contractor will develop a treatment plan within 60 days of assessment.
      Contractor is responsible for all annual and applicable updates.
   E. Clients without a treatment will not be eligible for claimable services. All services
      provided must be indicated on treatment plan to be an eligible claim service with
      the exception of crisis.
   F. Contractor will be responsible for all services on the treatment plan or will refer
      the client back to MCBHRS.
   G. All records for these referred clients must be kept in the Anasazi Electronic
      Health Record (EHR) system. This must be reflected in acceptable updated
      assessments, treatment plans and progress notes. This will be monitored by
      Behavioral Health Utilization Management Committee.

VI. Service Duration:
   A. Clients seen over a period of time must continue to meet medical necessity as
      evidenced by an annual assessment and treatment plan update.
   B. All transition and discharges will be complete per MCBHRS documentation
      manual and submitted in writing.

VII. Staffing & Clinical Supervision:
   A. All contractor employees providing services or supervising services under this
Exhibit A

Quest Community Counseling Services

Agreement will have and maintain all necessary licenses, permits and certificates to provide services under this Agreement, as required by applicable state and federal laws, rules and regulations.

B. No “sanctioned employees” (individual or entity that is listed on either the Suspended and Ineligible Contractor List published by the California Department of Health Care Services or any list published by the Federal Office of Inspector General regarding the sanctioning, suspension or exclusion of individuals or entities from the federal Medicare and Medicaid programs) shall be employed in any capacity.

VIII. Cultural Responsiveness:

A. Mental health staff working in Contractor’s program will be trained in cultural competency and deliver linguistically competent services as needed. Consultation is also sought for culturally unique (to this milieu) aspects of the client’s life.

B. Contractor shall ensure all services shall be delivered in a manner that respects the client’s gender, language, ethnicity, spiritual beliefs, sexual orientation, and physical abilities. Contractor shall assure all clinical staff abides by the National Standards for Culture and Linguistic Appropriate Services.

C. Contractor shall ensure staff shall be required to attend a minimum of one MCBHRS Cultural Competence training each year, or must provide documentation of attendance to a Cultural Competence training of like nature each year.

D. Contractor shall assure Limited English Proficient (LEP) individuals have free language assistance services, and be informed how to access such services.
Exhibit B
Quest Community Counseling Services

Documentation and Scope of Practice

I. Staffing Qualifications for Service Delivery and Documentation:

A. Staff Qualifications are dictated by the following standards and scope of practice as defined by California Code of Regulations, Title 9 and the MCBHRS. Information provided in this Exhibit B is provided as a reference only and is not intended to set forth all of the definitions and requirements in California Code of Regulations, Title 9. Contractor shall adhere to applicable laws, regulations, and policies and procedures governing the delivery of services under this Agreement.

B. LPHA: A “Licensed Practitioner of the Healing Arts” possesses a valid California clinical licensure in one of the following professional categories:
   1. Licensed Clinical Psychologist
   2. Licensed Clinical Social Worker
   3. Licensed Marriage and Family Therapist

C. LPHA Approved Activities:
   1. Can function as a “Head of Service” on agency application
   2. Can authorize services as directed by the MCBHRS
   3. Can conduct comprehensive assessments and provide a diagnosis without co-signature (except for RN staff, as providing a mental health diagnosis is out of their scope of practice unless extended through a standardized procedure).
   4. Can co-sign the work of other staff members within their scope of practice
   5. Can claim for all services categories within their scope of practice (example, a psychiatrist and registered nurse can claim for Medication Support Services, however, psychologist, LCSWs and MFTs cannot)

D. Registered Marriage Family Therapist, Interns, Associate Social Workers:
   Registered Marriage and Family Therapist Interns (MFT-Interns) and Associate Social Workers (ASW) are individuals registered with the Board of Behavioral Sciences in order to obtain supervised clinical hours and acquiring clinical experience towards licensure as a MFT or Licensed Clinical Social Worker (LCSW), respectively. A waiver for Registered MFT-Interns and ASW is not required by Department of Health Care Services (DHCS), nor by the MCBHRS (except when licensed in another state, then a waiver is required by DHCS).

E. Approved Activities:
   1. Registered Psychologist or Psychological Assistants, Registered Marriage Family Therapist, Interns and Associate Social Workers may perform the

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1 CCR, Title 9, Chapter 11, Section 1830.215 and Section J (4e) Non-Hospital Chart Review-EPSDT Reviews FY 06-07
2 Welfare & Institution Code 5600(a), Business and Professional Code 2902, CCR, Title 9, Chapter 11, Section 624 and CCR, Title 9, Chapter 3.5 Section 782.4
3 Welfare & Institution Code 5600(a), Business and Professional Code 4996, CCR, Title 9, Chapter 11, Section 625 and CCR, Title 9, Chapter 3.5 Section 782.48
4 Welfare & Institution Code 5600(a), Business and Professional Code 4980, CCR, Title 9, Chapter 11, Section 626 and CCR, Title 9, Chapter 3.5 Section 782.32
5 Welfare and Institution Code 5751.2, DMH Letter 10-03
Exhibit B
Quest Community Counseling Services

following activities under the supervision of a licensed professional within their scope of practice:

a) Cannot function as the Head of Service unless they meet qualifications dictated by the California Code of Regulations.\(^6\)
b) Can authorize services as directed by the MCBHRS.
c) Can conduct comprehensive assessments and provide a diagnosis without co-signature.
d) Can co-sign the work of other staff members within their scope of practice (other than graduate students performing therapy).
e) Can claim for all Mental Health Services and Targeted Case Management within their scope of practice.
f) Cannot hold themselves out as independent practitioners and claim as an Enrolled Network Provider.\(^7\)

II. Quality Assurance:
A. All Medi-Cal Contractor are to conduct internal Medi-Cal compliance reviews.
B. When conducting internal Medi-Cal reviews CONTRACTOR will:
   1. Maintain triennial site certification through MCBHRS.
   2. Abide by all federal, state and local laws and regulations. Contractor agrees to provide services to clients in accordance with legal and ethical standards as prescribed by all relevant professional, federal, state and/or local regulatory and statutory requirements.
   3. Audit for compliance with requirements outlined in Exhibits A, B, C, D
   4. Use MCBHRS audit tool.
   5. Audit on a quarterly basis.
   6. MCBHRS Quality Assurance staff will review the Contractor Medi-Cal compliance review process, tools and results when conducting MCBHRS Medi-Cal compliance or other reviews.
C. The MCBHRS 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 MCBHRS Behavioral Health and Recovery Services Compliance Plan.) The Compliance Committee reviews services and programs of public private Contractor in order to ensure:
   1. Accessibility;
   2. Facility is clean, sanitary, and in good repair.
   3. Fire clearance updated on a regular basis;
   4. Services are meaningful and beneficial to the client;
   5. Services are culturally and linguistically competent;
   6. Contractor uses Interpreter Line when a client does not speak English and has need for another language;
   7. Services produce highly desirable results through the efficient use of resources;
   8. Services meet requirements for medical necessity

\(^6\) CCR, Title 9, Chapter 3, Section 620(f) and Section 622
\(^7\) Business and Professions Code Section 4996.14 and 4996.18(d)
D. The Compliance Officer will monitor beneficiaries' satisfaction with services they are receiving from Contractor. MCBHRS quality assurance staff will evaluate contract performance based on agreed upon measurable objectives as determined by client and clinician in the annual treatment plan.
   1. If the MCBHRS 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 the compliance program. If these deficiencies or problem areas are verified, a plan of correction may be applied.
   2. Contractor shall abide by MCBHRS Policy and Procedures for Grievances and Appeals.
   3. All grievances and appeals are to be called in and forwarded immediately to MCBHRS. While service providers and supervisors are encouraged to resolve issues promptly and informally, a grievance may be filed without complaint and without reprisals at any stage in the process. This to be made clear to all clients through posting Grievance and Appeal process in lobbies, providing access to forms and explanations in lobbies, having information in the Consumer Handbook, the beneficiary handbook and a handout in the client packet. (See Grievances and Appeals P&P).

E. Contractor shall abide by the complete Federal False Claims Act (31 U.S.C. sections 3729-3733) See Exhibit C

F. Contractor shall abide by the complete MCBHRS Compliance Plan that is designed to support and maintain a culture that promotes high standards of prevention, and the detection and resolution of conduct or procedures that do not adhere to local, state and federal laws and regulations or to MCBHRS and BHRS standards and policies. The Compliance Program is comprised of the documents in the Compliance Plan and BHRS Compliance Policies.

G. Contractor shall abide by the complete MCBHRS Documentation Manual. The Documentation Manual provides documentation standards for outpatient mental health services provided or managed by BHRS. The manual provides a general description of service definitions and is a day to day resource for clinical and administrative support staff. The manual serves to ensure providers within BHRS meet regulatory and compliance standards of competency, accuracy, and integrity in the provision and documentation of their services.
   1. BHRS established documentation standards in order to help realize a core value of our system, the commitment to clinical service excellence. In addition, accurate and complete documentation protects from risk in legal proceedings, helps to comply with regulatory requirements for claims for services and enables professionals to discharge their legal and ethical duties.
   2. MCBHRS claims for mental health services under fee for service billing. MCBHRS submit a claim for each covered service provided by each staff member.
   3. All services are documented using Medi-Cal and Medicare documentation rules, regardless of the funding source being billed.
Exhibit B
Quest Community Counseling Services

4. The documentation manual is BHRS policy and is the up-to-date source for all documentation issues. BHRS has a Quality Assurance team that oversees program, regulatory and compliance topics. The QA team provides live training a number of times during the year. QA encourages questions and comments at any time.

H. Contractor not in compliance with documentation manual will have to provide a plan of correction and will be subject to payment denial and/or termination of contract.

I. The Contract agrees to notify MCBHRS at least four weeks prior to terminating services and to provide a minimum of fifteen days written notice to affected clients.

J. Contractor agrees to provide services to clients in accordance with legal and ethical standards as prescribed by all relevant professional, federal, state, and/or local regulatory and statutory requirements.

K. The contractor is responsible for clinical supervision of their staff. In the event that the contractor requires additional clinical supervision the Quality Assurance unit may provide this service at a rate of $50.00 per hour. This service would include, but not be limited, to documentation training, chart auditing, specific coaching, and service corrections.

L. Mandatory Meetings and Training:
Contractor will attend monthly required meetings with MCBHRS and any additional trainings and meetings deemed necessary by MCBHRS.
Contractor agrees to complete annual HIPAA training in April of each year.

M. Health Insurance Portability and Accountability Act of 1996 (HIPAA):

1. 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 MCBHRS, to the extent MCBHRS would be required to comply with such requirements.

2. Contractor shall ensure that all PHI (verbal, written or electronic) will be secured and protected.

3. Contractor shall assure that Contractor, administrators, licensed employees and case management staff take HIPAA training from MCBHRS prior to seeing clients.

4. Contractor agrees to implement appropriate safeguards and maintain individually identifiable patient health information (“Protected Health Information or “PHI,” including electronic PHI) as required by HIPAA. Additionally, Contractor agrees to notify MCBHRS of disclosures of protected health information in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of protected health information.

5. Contractor shall abide by all paper records MCBHRS Policies and Procedures

6. Contractor agrees to implement appropriate safeguards and maintain
individually identifiable patient health information ("Protected Health Information or "PHI," including electronic PHI) as required by HIPAA. Additionally,

7. Contractor agrees to notify MCBHRS immediately of disclosures of protected health information in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of protected health information.

8. All email communications containing client identification or other health protected information must use encryption to secure transmitted electronic health information.

9. Contractor agrees to complete MCBHRS HIPAA annual training in the month of April.

N. Information Technology Infrastructure:
   1. Contractor will be proficient in MCBHRS electronic health record (EHR) system. Contractor is responsible for staff training in the use of EHR. Contractor shall maintain technology infrastructure to support effective use of the EHR. Contractor shall maintain a secure network for Anasazi access. Contractor may reimburse the MCBHRS at an hourly rate of $50.00 per hour of Anasazi training. The first 4 hours per year are included.

O. MCBHRS Code of Conduct:
   1. Contractor agrees to review, sign and comply with MCBHRS Code of Conduct.

P. Federal Tax Intercept (FTI) Training:
   1. Contractor agrees to complete FTI training annually and comply with the mandates set forth.

Q. MCBHRS Confidentiality Employee Statement:
   1. Contractor agrees to review, sign and comply with the MCBHRS Confidentiality Employee Statement

R. Electronic Signature Policy:
   1. Contractor agrees to review and comply with the Electronic Signature Policy.

S. Client Surveys:
   1. Contractor agrees to administer client satisfaction Performance Outcomes Quality Improvement surveys, CONTRACTOR will be advised of survey period one month in advance.

III. ASSESSMENTS:
   A. Assessment information must meet all Medi-Cal required elements.
   B. Assessment information must be completed and finalized within 30 days.
   C. Assessment information must be legibly signed and dated when completed.
   D. The following assessment information must be included as a part of a comprehensive client record.
      1. Relevant physical health conditions reported by the client and/or family member.
2. Problems and conditions affecting the client’s physical health and mental health status, for example: living situation, daily activities and social support.
3. Documentation will describe client strengths in achieving identified client plan goals.
4. Special status situations that present a risk to client or others.
5. Documentation will include medications that have been prescribed by mental health plan physicians, dosages of each medication, dates of initial prescriptions and refills, and informed consent for medications.
6. Client/family member report of allergies and adverse reactions to medications, or lack of known allergies or sensitivities will be clearly documented.
7. A mental health history will be documented, including: previous treatment dates, providers, therapeutic interventions and responses, sources of clinical data, relevant family information and relevant results of relevant lab tests and consultation reports.
8. For children and adolescents, prenatal and perinatal events and complete developmental history.
9. Past and present use of tobacco, alcohol, caffeine, as well as illicit, prescribed and over-the-counter drugs.
10. A mental status examination.
11. A diagnosis from the most current DSM.

E. All clients need to have, depending on their age, either a Milestones of Recovery Scale (MORS) or Child Adolescent Needs and Strengths (CANS) and the Pediatric Symptom Checklist (PSC) evaluation completed during the assessment period. For adult clients the MORS must be completed monthly and upon discharge. For children/youth the CANS must be completed quarterly and upon discharge. Contractor staff will need to be trained and certified to administer the aforementioned evaluation tools.

**TREATMENT PLANS:**

**Requirements for Treatment Plans**

E. A full, signed treatment plan will be due within 60 days of assessment.
F. **Contractor** who are required to administer the MORS or CANS will complete the MCBHRS approved Treatment Plan annually. When client planning, **Contractor** must use the updated MORS or CANS assessment and address the identified moderate/severe actionable items (“2”s and “3”s on the MORS/CANS). These **Contractor** must have a licensed manager or supervisor sign the Treatment plans.

G. **Contractor** who receive Treatment Plans from the MCBHRS must update the plan accordingly.

H. All clients must have a treatment plan prior to services being provided. No services are claimable off treatment plan.

I. Treatment Plans will:
   1. Have specific observable and/or quantifiable goals and objectives.
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2. Identify the proposed type(s) of interventions.
3. Have a proposed duration of intervention(s), which will include date range not to exceed one year
4. Be signed by:
   a) The person providing the service,
   b) Or, when the plan is used to establish that services are provided under the direction of an approved category of staff, and if the staff are not of the approved category, then one licensed or board-registered/waivered person in any of these categories must sign the plan: Licensed/Waivered/Registered Psychologist
   c) Licensed/Waivered/Registered Social Worker
   d) Licensed/Waivered/Registered Marriage and Family Therapist

J. In Addition:
1. Treatment Plans will be consistent with the diagnoses.
2. The focus of intervention will be consistent with the Treatment Plan goals and objectives.
3. There must be documentation of the client’s participation in and agreement with the plan. The client's signature and documentation that the client was offered a copy of the plan are the required elements in the plan development progress note (see Documentation Manual).
4. The client’s signature will be used as the means by which the Contractor documents the participation of the client.
5. If the client refuses or is unavailable to sign the plan, there must be a written explanation in the client’s chart, via progress note, as to the reason for refusal or unavailability.

IV. PROGRESS NOTES
Requirements for Progress Notes
A. The 5 essential elements in a progress note must include:
   1. Behavior or Purpose of the contact or activity.
   2. Intervention provided or action taken at the time.
   3. Outcome response of the individual client; or collateral/family/agency; or result of the intervention; or any clinical decisions made.
   4. Plan for the client, writer or other.
   5. The name and title or license number of the staff providing the service.
B. Each progress note must also contain the following elements:
   1. The dates of service.
   2. Time, as appropriate.
   3. Location of service, as appropriate.
   4. Signature.
   5. The signature (or electronic equivalent) should include a first name, last name, and professional degree, license or title and must be legible.
   6. Notes should show that the interventions are consistent with the individual’s client plan goals.
C. Entries made after the date the service was provided must be identified as a “Late
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entry” and need to include both the date the note was written, as well as the date
of service.
D. Timelines and Frequency of Progress Notes

1. Progress notes shall be documented at the frequency by type of service as
indicated below within 3 (three) days of service per Access and Service
Policy and Procedure:
2. Every Service Contact:
   a) Mental Health Services
   b) Crisis Intervention

V. DISCHARGE/CLOSING SUMMARIES
   A. At minimum, the client record shall document:
      1. Follow-up care (to be outlined in a discharge summary)
      2. Referrals to community resources and other agencies, when appropriate
      3. Contractor who are required to administer the MORS or CANS must use
         the MCBHRS approved Closing Summary (that includes a MORS or
         CANS) upon all client discharges. The CANS section of the closing
         summary is not required upon discharge when:
      4. The client leaves services prior to an initial CANS being completed
      5. The client discharges within 90 days or less of being opened to a program
   B. Discharge Closing Summaries are not claimable to Medi-Cal.

VI. OTHER DOCUMENTATION REQUIREMENTS
   A. The following information must be documented as being offered to the Medi-Cal
      beneficiary upon entering services, displayed in lobby, and upon request:
      1. Consumer Rights
      2. Grievance/Appeal Process
      3. Grievance/Appeal forms with self address envelopes envelopes
      4. MCBHRS Mental Health Provider Directory for Specialty Mental Health
         Services
      5. Advanced Directive Notices (such as the “Your Right to Make Decisions
         about Medical Treatment”). For Adults only.
      6. Acknowledgement of Receipt of HIPAA Notice of Privacy Practices
      7. Beneficiary Brochure: “Guide to Medi-Cal Mental Health Services” (in
         English and Large Print) (The website allows computers with screen
         reader or text-to-speech software to read the materials to sight-impaired
         people).
   B. The above information also must be available in easily accessible locations at all
      provider sites, so that the beneficiary does not have to ask anyone to get them.

VII. REQUIRED POSTERS FOR YOUR LOBBY:
   A. The following information must be posted in a prominent place at all provider
      sites:
      1. Language assistance poster

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8 MCBHRS Contract with DMH, Exhibit A, Attachment 1, Appendix C, Pg 39, item 2
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2. Notice of Privacy Practices  
3. Mental Health Patients Rights poster

VIII. SECURITY REQUIREMENTS:
A. The following is a general outline of the Security and Information Technology Requirements.
   1. Contractor shall submit all paper records to MCBHRS.
   2. Contractor shall assure that Contractor, administrators, licensed employees and case management staff take HIPAA training from MCBHRS prior to seeing clients.
   3. Contractor agrees to implement appropriate safeguards and maintain individually identifiable patient health information (“Protected Health Information or “PHI,” including electronic PHI) as required by HIPAA. Additionally, Contractor agrees to notify MCBHRS immediately of disclosures of protected health information in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of protected health information.
   4. All email communications containing client identification or other health protected information must use encryption to secure transmitted electronic health information.
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DEFICIT REDUCTION ACT – OBLIGATIONS OF COUNTY

In accordance with Section 1902(a) of the Social Security Act, the County provides the following detailed information about the Federal False Claims Act and the California False Claims Act.

THE FEDERAL FALSE CLAIMS ACT

The Federal False Claims Act (“FCA”) helps the federal government combat fraud and recover losses resulting from fraud in federal programs, purchases, or contracts. 31 U.S.C. §§ 3729-3733.

I. Actions that violate the FCA include:
   A. Knowingly submitting (or causing to be submitted) a false claim to the Government or the Armed Forces of the United States (the “Armed Forces”) for payment or approval;
   B. Knowingly making or using (or causing to be made or used) a false record or statement to get a false claim paid or approved by the Government;
   C. Conspiring to get a false claim allowed or paid by the Government;
   D. Delivering (or causing to be delivered) less property than the amount of the receipt, where the person with possession or control of the Government money or property intends to deceive the agency or conceal the property;
   E. Making or delivering a receipt without completely knowing that the receipt is true, where the person authorized to make or deliver the receipt intends to defraud the Government;
   F. Knowingly buying or receiving public property from an officer or employee of the Government or a member of the Armed Forces who has no legal right to sell or pledge the property; or
   G. Knowingly making or using a false record to conceal, avoid, or decrease an obligation to pay money or transmit property to the Government.
   H. “Knowing” and “Knowingly” means a person:
      1. Has actual knowledge of the information;
      2. Acts in deliberate ignorance of the truth or falsity of the information; or
      3. Acts in reckless disregard of the truth or falsity of the information. No proof of specific intent to defraud is required.
   I. “Claim” includes any request or demand for money or property (including those made under contract) to the Government or to a contractor, grantee, or other recipient, if any portion of the requested money or property is funded by or will be reimbursed by the Government.

II. A person or organization may be liable for:
   A. A civil penalty $5,500 to $11,000 for each false claim;
   B. Three times the amount of damages sustained by the Government due to the violations; and
   C. The costs of a civil suit for recovery penalties or damages.

III. The court may reduce the treble damages if:
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A. The person committing the violation voluntarily disclosed all information known to him or her to the U.S. officials responsible for investigating false claims violations within thirty days of obtaining the information;
B. The person fully cooperated with any Government investigation; and
C. No criminal prosecution, or civil or administrative action had been commenced at the time of the person’s disclosure, and the person had no actual knowledge of an investigation into such violation.

IV. Actions by Private Persons or Qui Tam Plaintiffs
A. An individual also has the right to file a civil suit for him or herself and for the Government. The suit must be filed in the name of the Government. The suit is filed and served on the Government. The suit and all information are filed under seal, and most remain under seal for at least sixty days. The suit may be dismissed only if the court and the Attorney General consent to the dismissal in writing.
B. If a qui tam plaintiff alleges a false claims violation, the complaint and a written disclosure of the evidence and information that the person possesses must be served on the Government. Once the action is filed, no person other than the Government is allowed to intervene or file a lawsuit based on the same facts.

V. Rights of the Parties to Qui tam Actions
A. If the Government decides to file a civil suit, it assumes responsibility for prosecuting the action and is not bound by the acts of the qui tam plaintiff. However, the qui tam plaintiff has the right to continue as a party to the action, subject to certain limitations. If the Government decides not to file a civil suit, the qui tam plaintiff still has the right to proceed with a lawsuit. The Government can intervene later upon a showing of good cause.

VI. Award to Qui tam Plaintiff
A. If the Government prosecutes a case initiated by a qui tam plaintiff and obtains an award or settlement, the qui tam plaintiff will receive between 15 and 25 percent of the recovery, depending on his or her contribution to the case. If the case is based primarily on information other than the disclosures of the qui tam plaintiff, the award cannot be more than 10 percent of the recovery.
B. If the Government decides not to intervene and the qui tam plaintiff successfully litigates the action, he or she will receive between 25 and 30 percent of the award or settlement. In either case, the court will award the qui tam plaintiff reasonable expenses and attorney’s fees and costs.
C. If the court finds that the qui tam plaintiff planned and initiated the violation upon which the civil suit was based, it may reduce the share of the recovery that the person would otherwise receive. If the qui tam plaintiff is convicted of criminal conduct, he or she will be dismissed from the lawsuit and will not receive any monetary award.
D. If the court finds the defendant not guilty and the claim frivolous in a suit conducted by a qui tam plaintiff, the court may award the defendant reasonable
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costs and attorney fees.

VII. Certain Actions Barred
    A. An individual cannot bring a *qui tam* action against a member of Congress, a
       member of the judiciary, or a senior executive branch official based on evidence
       already known to the Government.
    B. An individual cannot bring a *qui tam* suit based on allegations in a civil suit or an
       administrative proceeding in which the Government is already a party.
    C. An individual cannot bring a *qui tam* action based on the public disclosure of
       allegations unless he or she is the original source (e.g., an individual with direct
       and independent knowledge of the information on which the allegations are based
       who has voluntarily provided the information to the Government before filing a
       civil action). Public disclosure includes disclosure in a criminal, civil, or
       administrative hearing; in a congressional, administrative, or GAO report,
       hearing, audit, or investigation; or from the news media.

VIII. Whistleblower Protection
    A. An employee who has been discharged, demoted, suspended, threatened,
       harassed, or in any way discriminated against by his or her employer because of
       involvement in a false claims disclosure is entitled to all relief necessary to make
       the employee whole, including:
    B. Reinstatement with the same seniority status that the employee would have had
       but for the discrimination;
    C. Two times the amount of back pay plus interest; and
    D. Compensation for any special damage sustained because of the discrimination
       (including litigation costs and reasonable attorney’s fees).
    E. The protected false claims activities include investigation for, initiation of,
       testimony for, or assistance in a false claims action that has been or will be filed.
       An employee is entitled to bring an action in the district court for such relief.

THE CALIFORNIA FALSE CLAIMS ACT
The California False Claims Act ("CFCA") applies to fraud involving state, city, county or other
local government funds. The CFCA encourages voluntary disclosure of fraudulent activities by
rewarding individuals who report fraud and allowing courts to waive penalties for organizations
that voluntarily disclose false claims. Cal. Gov’t Code §§ 12650-12655.

IX. Actions that violate the CFCA include:
    A. Knowingly submitting (or causing to be submitted) a false claim for payment or
       approval;
    B. Knowingly making or using (or causing to be made or used) a false record or
       statement to get a false claim paid or approved;
    C. Conspiring to get a false claim allowed or paid by the state or by any political
       subdivision;
    D. Benefiting from an inadvertent submission of a false claim, subsequently
       discovering the falsity of the claim, and failing to disclose to the state or political
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subdivision within a reasonable time after discovery;
E. Delivering less property than the amount of the receipt, where the person has possession or control of public property;
F. Knowingly making or delivering a false receipt, where the person is authorized to deliver a document;
G. Knowingly buying or receiving (as a pledge of an obligation or debt) public property from any person who has no legal right to sell or pledge the property; or
H. Knowingly making or using a record to conceal, avoid, or decrease an obligation to pay money or transmit property to the state or local government.
I. "Knowingly" means the person or organization:
   1. Has actual knowledge of the information;
   2. Acts in deliberate ignorance of the truth or falsity of the information; or
   3. Acts in reckless disregard of the truth or falsity of the information. Proof of specific intent to defraud is not required.
J. "Claim" includes any request for money, property, or services made to the state or any political subdivision (or to any contractor, grantee, or other recipient), where any portion of the money, property, or services requested was funded by the state or any political subdivision.
   1. The maximum civil penalty is $10,000, per claim. Persons who violate the CFCA may be liable to the state for three times the amount of damages that the state sustains because of the violation. The court can waive penalties and reduce damages for CFCA violations if the false claims are voluntarily disclosed.
   2. The CFCA does not apply to false claims of less than $500. Lawsuits must be filed within three years after the violation was discovered by the state or local official who is responsible for investigating the false claim (but no more than ten years after the violation was committed.)

X. Private or Qui Tam Actions/Whistleblower Provisions
A. Individuals (or qui tam plaintiffs) can sue for violations of the CFCA. Individuals who bring an action under the CFCA receive between 15 and 33 percent of the amount recovered (plus reasonable costs and attorney’s fees) if the state prosecutes the case, and between 25 and 50 percent (plus reasonable costs and attorney’s fees) if the qui tam plaintiff litigates the case on his or her own.
B. An individual cannot file a lawsuit based on public information, unless he or she is the original source of the information.
C. The CFCA bars employers from interfering with an employee’s disclosure of false claims. Employees who report fraud and consequently suffer discrimination may be awarded (1) two times their back pay plus interest, (2) reinstatement at the seniority level they would have had except for the discrimination, (3) compensation for any costs or damages they have incurred, and (4) punitive damages, if appropriate.

XI. Liability to the State or Political Subdivision
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A. A person or organization will be liable to the state or political subdivision for:
B. Three times the amount of damages that the state or local government sustains because of the false claims violations;
C. The costs of a civil suit for recovery of damages; and
D. A civil penalty of up to $10,000 for each false claim.

XII. Certain Actions Barred
A. An individual cannot bring a qui tam suit based on allegations in a civil suit or an administrative proceeding in which the state or political subdivision is already a party. An individual cannot file a lawsuit based on the public disclosure of allegations unless he or she is the original source (e.g., an individual with direct and independent knowledge of the information on which the allegations are based). Public disclosure includes disclosure in a criminal, civil, or administrative hearing; in an investigation, report, hearing, or audit conducted by or at the request of the Senate, Assembly, auditor, or governing body of a political subdivision; or by the news media.

XIII. Awards
A. If the state or political subdivision prosecutes a case initiated by a qui tam plaintiff and obtains an award or settlement, the qui tam plaintiff receives between 15 and 33 percent of the recovery (plus reasonable costs and attorney’s fees), depending on his or her contribution to the case. If the state or political subdivision decides not to file a lawsuit and the qui tam plaintiff successfully litigates the action, the qui tam plaintiff receives between 25 and 50 percent of the award or settlement. Employees who participated in fraudulent activities are not guaranteed any recovery. If the court finds the defendant not guilty and the claim frivolous in a suit conducted by a qui tam plaintiff, the court may award the defendant reasonable costs and attorney fees.

XIV. Whistleblower Protection
A. Employers are prohibited from:
B. Making or enforcing any type of rule or policy that prevents an employee from disclosing information to a government or law enforcement agency, or from investigating, initiating, testifying, or otherwise assisting in a false claims action; or
C. Discharging, demoting, suspending, threatening, harassing, denying promotion to, or in any other manner discriminating against an employee because of his or her involvement in a false claims action.

XV. Liability of Employer
A. An employer who interferes with an employee’s disclosure of false claims will be liable to the employee for all relief necessary to make the employee whole, including:
B. Reinstatement with the same seniority status that the employee would have had except for the discrimination;
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C. Two times the amount of back pay plus interest;
D. Compensation for any special damage sustained as a result of the discrimination; and punitive damages where appropriate.

XVI. Limitations on Eligibility of Employees for Damages
A. If an employee’s conduct has resulted in a false claim being submitted to the state or a political subdivision, and the employee has been discriminated against by his or her employer, he or she is entitled to remedies only if he or she voluntarily disclosed information to a government or law enforcement agency or assisted in a false claims action; and was coerced (either though harassment, threats of termination demotion, or other coercive actions) by the employer or its management into committing the fraudulent activity in the first place.
EXHIBIT D

Quest Community Counseling Services
Payment Terms and Conditions

I. **Approved Services and Authorization Process:**
   a) Clients served under this Agreement must have prior authorization by Deputy Director of Behavioral Health before services are delivered. The Deputy Director, Quality Assurance Supervisor, or designee will authorize type of service and the duration of service being delivered.

II. **Monthly Invoicing and Payment:**
   a) The rate and terms of payment shall be as set forth below. Any modification of the rate changes shall not be binding, unless a written amendment to the Agreement is executed by the parties.
   b) Contractor shall submit invoices in a form approved by MCBHRS no later than thirty (30) days after the last day of the month in which those services were provided. Invoices submitted prior to the end of the billing period will be returned to Contractor for resubmission.
   c) The County shall not be obligated to pay Contractor for services which are the subject of any bill submitted more than sixty (60) days after the last day of the month in which those services were provided or more than thirty (30) days after the Agreement terminates, whichever is earlier.
   d) Notwithstanding the above, Contractor will submit invoices within ten (10) days of the end of The County fiscal year, June 30th of the current year.
   e) All payment invoices shall be submitted to the following address:
      Mariposa Behavioral Health and Recovery Services
      PO Box 99
      Mariposa, CA 95338
   f) Final approved services must be submitted on an itemized invoice.
   g) Services that are not in finalized format will not qualify for reimbursement.
   h) Contractor may appeal a denied or modified request for payment authorization or a dispute concerning the processing or payment of a provider's itemized invoice.
   i) MCBHRS Contractors may utilize the Provider Problem Resolution and Appeal Processes, includes.
      i. A written appeal shall be submitted to MCBHRS within 90 calendar days of the date of receipt of the non-approval of payment or within 90 calendar days of MCBHRS’s failure to act on the request in accordance with the time frames required by Sections 1820.220 or 1830.250, or established by MCBHRS pursuant to Section 1830.215.
      ii. MCBHRS shall have 60 calendar days from its receipt of the appeal to inform the provider in writing of the decision, including a statement of the reasons for the decision that addresses each issue raised by the provider, and any action required by the provider to implement the decision.
        1. If the appeal concerns the denial or modification of the MCBHRS payment authorization request, MCBHRS shall utilize personnel not involved in the initial denial or modification decision to determine the appeal decision.
EXHIBIT D

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2. If the appeal is not granted in full, the provider shall be notified of any right to submit an appeal to the Department of Health Services (DHCS) pursuant to Section 1850.320.

3. If applicable, the provider shall submit a revised request for MCBHRS payment authorization within 30 calendar days from receipt of the MCBHRS's decision to approve the MCBHRS payment authorization request.

4. If applicable, MCBHRS shall have 14 calendar days from the date of receipt of the provider's revised request for MCBHRS payment authorization to submit the documentation to the Medi-Cal fiscal intermediary that is required to process the MCBHRS payment authorization.

   iii. If MCBHRS does not respond within 60 calendar days to the appeal, the appeal shall be considered denied in full by MCBHRS.

III. Medi-Cal Requirements and Payment Limitations:

A. Contractor agrees to participate fully in the Medi-Cal Specialty Mental Health program and will provide County with all documentation needed to enable the County to submit claims for services provided by Contractor to Medi-Cal beneficiaries.

B. Contractor’s Approved Procedure Codes and Provisional Rates For Specialty Mental Health Services:

   1. When billing the County for authorized services provided to County clients, Contractor will use the appropriate coding as outlined in Exhibit A, item #2. Program Description.

C. Contractors will be reimbursed at the rates listed below and based on documentation in the Anasazi Electronic Health Records System:

   1. $118.50 per hour for Medi-Cal clients.
   2. $118.50 per server hour for each individual Medi-Cal client seen in a group.
   3. $39.80 per 16-37 minute session for Medicare clients and clients seen individually.
   4. $51.55 per 38-52 minute sessions for Medicare clients and clients seen individually.
   5. $77.19 per 53 and over minute session for Medicare clients and clients seen individually.
   6. $15.87 per person per group session up to 90 minutes for each Medicare client seen in a group.

D. Any recoupment of funds by DHCS of contractor services are subject to recoupment of the contractor, as a result of state or federal audits.

IV. Cost Settlement:

A. The Contractor’s Cost Report:

   1. Is to be submitted annually by September 30th, shall include all services delivered through June 30th of that fiscal year.
   2. Settlement to cost will be made through the submission and acceptance of this
EXHIBIT D

Quest Community Counseling Services

Cost Report in accordance with Federal Medicaid requirements and the approved Medicaid state plan and waivers

B. The Cost Report shall be in the format and completed within the guidelines provided by December 31st 2017. Failure to comply with this deadline shall result in the suspension of payment of any reserves held under the terms of this Agreement, as well as payment of the current year Agreement funds.

C. Failure to complete cost report may result in termination of contract at the discretion of MCBHRS.