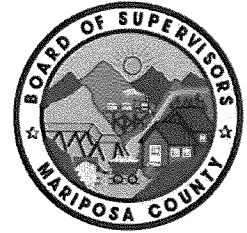


MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 966-2000



RESOLUTION - ACTION REQUESTED 2021-311

MEETING: June 1, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Quest Community Counseling Mental Health Provider Contract 2021

RECOMMENDATION AND JUSTIFICATION:

Approve an agreement with Quest Community Counseling Services in an amount not to exceed \$450,000 to provide counseling services in Mariposa; 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 Electronic Health Record (EHR) system. Case documentation that meets professional standards must be kept in the county EHR 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 Health and Human Services Agency and the State Department of Mental Health as outlined in Exhibit A of the contract.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The most recent agreement for this facility was approved by the Board on July 21, 2020, by Resolution Number 2020-421.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the agreement 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:

QCCS - 2022v2 - May 15 2021 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

AGREEMENT FOR COUNSELING SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into this 1st day of June, 2021, 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.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2021 and terminate on June 30, 2022 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform counseling services as described in Exhibit A, “Scope of Work,” Exhibit B, “Documentation and Scope of Practice,” and Exhibit C, “Deficit Reduction Act- Obligations of Duty” 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 \$450,000. Contractor’s hourly rates are listed in Exhibit D, “Payment Terms and Conditions.” County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

Contractor shall procure and maintain for the duration of this 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 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 a limit of no less than \$1,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

B. OTHER INSURANCE PROVISIONS

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

(1) Additional Insured Status: 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 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 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, Contractor's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of 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 at least thirty (30) calendar days' notice to 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 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 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 County. County may require 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 County.

(7) Verification of Coverage: Contractor shall furnish 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 County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. 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 County, 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 of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence of 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 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. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars (\$10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by 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 Contractor under this Agreement will be permitted only with the express written consent of County.

11. 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
5097 Hwy 140
Mariposa, CA 95338

COUNTY:

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

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances 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.

13. PUBLIC RECORDS ACT

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

14. 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. 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.

15. 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.

16. 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 be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit D.

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.

17. 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.

18. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any such 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.

19. CAPTIONS

The captions of this Agreement are for convenience and 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.

20. 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.

21. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

22. 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.

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of

the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. 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.

25. CONTROLLING LAW

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

26. 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 this Agreement shall comply with all requirements of law, including capacity and authority to amend or modify this Agreement.

27. 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.

28. 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.

29. 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.

30. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal year covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination 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, except County must reimburse Contractor for services rendered prior to such reduction or modification of the County budget, or offer an amendment to this Agreement 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

CONTRACTOR





Marshall Long, Chair
Board of Supervisors

Scott Seymour

COUNTERSIGNED:
(Government Code §25103)

APPROVED AS TO FORM:





Rene LaRoche
Clerk of the Board

Steven W. Dahlem
County Counsel

Exhibit A
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:

1. Initial and annual updated assessments;
2. Individual Therapy;
3. Group Therapy;
4. Family Therapy;
5. Plan Development;
6. Case Management;
7. Crisis Intervention;
8. Rehabilitation;
9. Intensive Care Coordination;
10. Intensive Home Based Services.

B. All clients must meet target population criteria. Target population are those who meet Medical Necessity Criteria for Specialty Mental Health Services.

C. All services are intended to be provided within Mariposa County, unless otherwise authorized by HHSa.

D. Contractor agrees to prescribe 30 day supply of required medication to HHSa clients upon discharge from Contractor’s facility.

III. Hours of Operation:

A. 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.

B. Crisis services for clients are to be referred to day-time or night-time HHSa crisis workers, unless the crisis can be handled by the contractor in the office. 5150 holds on clients cannot be completed by contractor and HHSa crisis worker and/or Sheriff Department needs to be notified. The crisis line numbers for HHSa are (209) 966-7000 or (800) 549-6741. These services will be billed through HHSa.

C. The contractor agrees to notify HHSa 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 HHSa 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 HHSa, the contract may be terminated, unless it can be shown that extenuating circumstances exist requiring 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 MCHHSA to contractor must meet Medical Necessity Criteria for Specialty Mental Health Services as outlined in CCR Title 9 Chapter 11 Section 1830.205, 1830.210.
- C. Referral Protocol:
 - 1. MCHHSA will use the Mariposa County Bi-Directional Referral process.
 - 2. Contractor is expected to call the client for appointment within 5 business days.
 - 3. Contractor will notify MCHHSA in writing of denied referrals within 3 business days.
- D. Service Delivery
 - 1. Services may be provided by telephone, however at a minimum of 1x per month, or more often if clinically indicated, the client will be seen face to face, either in person or via telehealth video conferencing.
 - 2. 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.
 - 3. Contractor shall assure Limited English Proficient (LEP) individuals have free language assistance services, and be informed how to access such services

V. Coordination of Service:

- A. Contractor may complete initial assessments. If the client does not meet medical necessity, then contractor will refer the client to their managed care through notification to Medical Records and give them a NOABD.
- B. Contractor will be responsible for all annual reassessments.
- C. Contractor will be responsible to follow the documentation manual.
- D. Clients without a current assessment will not be eligible for claimable services.
- E. Contractor will develop a treatment plan within 60 days of assessment. Contractor is responsible for all annual and applicable updates.
- F. Clients without a treatment plan 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. The client must participate in the development of the treatment plan and sign it (see Documentation Manual).

- G. Contractor will be responsible for all services on the treatment plan or will refer the client back to HHSa.
- H. All records for these referred clients must be kept in the Electronic Health Record (EHR) system. This must be reflected in accordance with the most recent version of the Documentation Manual. This will be monitored by Behavioral Health Quality Assurance Unit.

VI. Service Duration:

- A. Clients must continue to meet medical necessity as evidenced by an annual assessment and treatment plan update.
- B. All transitions and discharges will be complete per HHSa documentation manual and submitted in writing.
- C. 10 day letters will be completed by HHSa staff once three contact attempts have been made by contractor and noted in EHR. Contractor will notify QA staff when a 10 day letter is ready to be submitted.

VII. Staff Qualifications

- A. Contractor shall utilize staff that are licensed or registered with the BBS.
 - 1. Contractor shall provide NPI numbers and license numbers for all providers.
- B. Contractor is authorized to use Student Interns for the provision of therapy services under this contract.
 - 1. All services provided by a Student Intern must have a Licensed Practitioner of the Healing Arts co-signature. Any services that are not cosigned are eligible for recoupment in an audit.
- C. Contractor is authorized to utilize Rehabilitation Specialists who meet the qualifications outlined in Title 9, Section 630.
- D. Contractor shall provide a copy of all applicable CEU's within 30 days of acquisition.

VIII. Staffing & Clinical Supervision

- A. All contractor employees providing services or supervising services under this 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.

Exhibit B
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 HHSA. 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**¹: A “Licensed Practitioner of the Healing Arts” possesses a valid California clinical licensure in one of the following professional categories:
1. Licensed Clinical Psychologist²
 2. Licensed Clinical Social Worker³
 3. Licensed Marriage and Family Therapist⁴
- C. **LPHA** Approved Activities:
1. Can function as a “Head of Service” on agency application
 2. Can authorize services as directed by the HHSA
 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 Associate Marriage Family Therapists, Associate Social Workers, and Associate Professional Clinical Counselors:** Registered Associate Marriage and Family Therapists (AMFT), Associate Professional Clinical Counselors (APCC) 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 Marriage and Family Therapist (LMFT) or Licensed Clinical Social Worker (LCSW), or Professional Clinical Counselor, respectively. A waiver for Registered AMFT and ASW is not required by Department of Health Care Services (DHCS), nor by the HHSA (except when licensed in another state, then a waiver is required by DHCS).⁵⁶
- E. **Approved Activities:**

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

1. Registered Psychologist or Psychological Assistants, Registered Associate Marriage Family Therapist, Interns and Associate Social Workers may perform the 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.⁷
 - b) Can authorize services as directed by HHSA.
 - 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.⁸

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 HHSA.
 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 HHSA audit tool.
 5. Audit on a quarterly basis.
 6. HHSA Quality Assurance staff will review the Contractor Medi-Cal compliance review process, tools and results when conducting HHSA Medi-Cal compliance or other reviews.
- C. The HHSA 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 HHSA 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 ;

⁷ CCR, Title 9, Chapter 3, Section 620(f) and Section 622

⁸ Business and Professions Code Section 4996.14 and 4996.18(d)

9. All PHI is properly stored and secured.
- D. The Compliance Officer will monitor beneficiaries' satisfaction with services they are receiving from Contractor. HHSa 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 HHSa 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 will be followed as 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 HHSa Policy and Procedures for **Grievances and Appeals**.
 3. All grievances and appeals are to be called in and forwarded immediately to HHSa. 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 **HHSa 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 HHSa 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 **HHSa Documentation Manual**. The Documentation Manual provides documentation standards for outpatient mental health services provided or managed by HHSa. 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 HHSa meet regulatory and compliance standards of competency, accuracy, and integrity in the provision and documentation of their services.
1. HHSa 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. All services are documented using Medi-Cal and Medicare documentation rules, regardless of the funding source being billed.
- 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 Contractor agrees to notify HHSa 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.
- L. In the event that the contractor requires additional documentation training 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 support and training, chart auditing, specific coaching, and service corrections.
- M. **Mandatory Meetings and Training:**
Contractor will attend monthly required meetings with HHSa and any additional trainings and meetings deemed necessary by HHSa.
Contractor agrees to complete annual HIPAA and Federal Tax Intercept training.
- N. **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 HHSa, to the extent HHSa 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 HHSa 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 HHSa 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 HHSa Policies and Procedures and the Compliance Plan.
 - 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.
 - 7. Contractor agrees to notify HHSa 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.

O. **Information Technology Infrastructure:**

1. Contractor will be proficient in HHSA 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 access. Contractor may reimburse the HHSA at an hourly rate of \$50.00 per hour of training. The initial training and 8 hours per year are included per staff member.

P. **HHSA Code of Conduct:**

1. Contractor agrees to review, sign and comply with HHSA Code of Conduct.

Q. **Federal Tax Intercept (FTI) Training:**

1. Contractor agrees to complete FTI training annually and comply with the mandates set forth.

R. **HHSA Confidentiality Employee Statement:**

1. Contractor agrees to review, sign and comply with the HHSA Confidentiality Employee Statement.

S. **Electronic Signature Policy:**

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

T. **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. Refer to Documentation Manual for more information on the required elements of a complete Mental Health Assessment.
- E. Diagnosis from the most current DSM must be completed.
- F. 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-35) 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.

IV. **TREATMENT PLANS:**

Requirements for Treatment Plans

- A. A full, signed treatment plan will be due within 60 days of assessment.
- B. **Contractor** who receive Treatment Plans from **HHSA** must update the plan accordingly.
- C. All clients must have a treatment plan prior to services being provided. No services are claimable off treatment plan.
- D. Treatment Plans will follow the guidelines in the Documentation Manual.

- E. 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).

V. PROGRESS NOTES

- A. Refer to Documentation Manual regarding expectations of progress notes.
- B. Timeline of Progress Notes⁹
 - 1. Progress notes shall be documented within **3** (three) business days of provided service.
 - 2. Entries made after the date the service was provided must be identified as a “Late entry” and need to include both the date the note was written, as well as the date of service.

VI. 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 **HHS**A 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:
 - a) The client leaves services prior to an initial CANS being completed
 - b) The client discharges within 90 days or less of being opened to a program
- B. Discharge summaries are not claimable to Medi-Cal.

VII. 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. HHS A 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).

⁹ HHS A Contract with DMH, Exhibit A, Attachment 1, Appendix C, Pg 39, item 2

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.

VIII. OTHER NOTIFICATION REQUIREMENTS

A. The following information must be documented as being offered to the Medi-Cal beneficiary upon entering services and upon request:

1. Consumer Rights
2. Grievance/Appeal Process
3. Grievance/Appeal forms with a self-addressed envelopes envelope's
4. MCHHSA 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.

IX. SECURITY REQUIREMENTS:

A. The following is a general outline of the Security and Information Technology Requirements.

1. Contractor shall submit all paper records to HHS.A.
2. Contractor shall assure that Contractor, administrators, licensed employees and case management staff take HIPAA training from HHS.A 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 HHS.A 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.

Exhibit C
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:

- 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 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 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

- 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;
- 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 through 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
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 HHSA 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) HHSA Contractors may utilize the Provider Problem Resolution and Appeal Processes, includes.
 - i. A written appeal shall be submitted to HHSA within 90 calendar days of the date of receipt of the non-approval of payment or within 90 calendar days of HHSA's failure to act on the request in accordance with the time frames required by Sections 1820.220 or 1830.250, or established by HHSA pursuant to Section 1830.215.
 - ii. HHSA 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 HHSA payment authorization request, HHSA shall utilize personnel not involved in the initial denial or modification decision to determine the appeal decision.

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 HHSA payment authorization within 30 calendar days from receipt of the HHSA's decision to approve the HHSA payment authorization request.
 4. If applicable, HHSA shall have 14 calendar days from the date of receipt of the provider's revised request for HHSA payment authorization to submit the documentation to the Medi-Cal fiscal intermediary that is required to process the HHSA payment authorization.
- iii. If HHSA does not respond within 60 calendar days to the appeal, the appeal shall be considered denied in full by HHSA.

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 Electronic Health Records System:
 1. \$148.80 per hour for Medi-Cal clients.
 2. \$148.80 per server hour for each individual Medi-Cal 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 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 September 30, 2022. 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 HHSA.