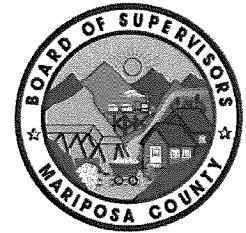


MARIPOSA COUNTY

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



RESOLUTION - ACTION REQUESTED 2021-572

MEETING: October 12, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: First Amendment - Quest Community Counseling Mental Health Provider Contract 2022

RECOMMENDATION AND JUSTIFICATION:

Approve a First Amendment to Agreement with Quest Community Counseling Services modifying specific insurance requirements; and authorize the Board of Supervisors Chair to sign the amendment.

This amendment combines and adjusts the liability insurance limits for a provider that has three active agreements with the County. There is no change in the provider's compensation under the agreements.

Quest Community Counseling Services (Quest) 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 (HHS) and the State Department of Mental Health as outlined in Exhibit A of the contract.

During the current agreement, insurance payments incurred by Quest have proven to be cost prohibitive and run the risk of impacting its ability to provide existing services. As a means of maintaining this valuable relationship, this amendment requests that the insurance requirements related to Commercial General Liability and Professional Liability change to limits of \$1,000,000 per occurrence and \$3,000,000 for aggregate.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The current agreement with Quest for counseling services was approved by the Board on June 1, 2021, by Resolution Number 2021-311.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the amendment is not approved, we may lose a trusted partner and 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:

1st Amendment-Quest MH Agreement 2022v2 (PDF)

Quest Community Counseling - 2022 - Wsignatures Res #2021-311 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Tom Sweeney, District II Supervisors

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

FIRST AMENDMENT TO AGREEMENT FOR COUNSELING SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR COUNSELING SERVICES, is made and entered into this 12th day of October, 2021, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as “**County,**” and Quest Community Counseling Services, hereinafter referred to as “**Contractor.**”

WHEREAS, County and Contractor have heretofore entered into an Agreement dated June 1, 2021, wherein **Contractor** agreed to provide counseling services; and

WHEREAS, County and Contractor desire to amend said Agreement to modify the insurance requirements of the Agreement;

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

1. Paragraph 4.A(1), “Commercial General Liability (CGL),” is hereby amended to provide that **Contractor** agrees to the following insurance requirements: *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 \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be \$3,000,000.*
2. Paragraph 4.A(4), “Professional Liability (Errors and Omissions),” is hereby amended to provide that Contractor agrees to the following insurance requirements: *Professional Liability (Errors and Omissions): Insurance appropriate to Contractor’s profession, with a limit of no less than \$1,000,000 per occurrence or claim, \$3,000,000 aggregate.*

Except as herein amended, the Agreement dated June 1, 2021 shall remain in full force and effect.

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

COUNTY OF MARIPOSA

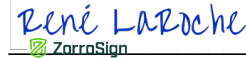
5CF6B1CCF7F

ZorroSign

Marshall Long, Chair
Board of Supervisors

COUNTERSIGNED:

(Government Code §25103)

5CF6B1CCF89

ZorroSign

Rene LaRoche
Clerk of the Board

CONTRACTOR

5CF6B1CCF93

ZorroSign

Scott Seymour, Executive Director
Quest Community Counseling Services

APPROVED AS TO FORM:

5CF6B1CCF75

ZorroSign

Steven W. Dahlem
County Counsel