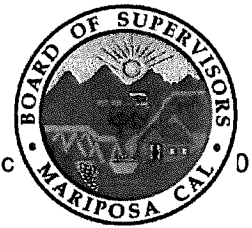




MARIPOSA COUNTY

Human Services/Behavioral Health & Recovery Service



RESOLUTION - ACTION REQUESTED 2016-529

MEETING: October 4, 2016

TO: The Board of Supervisors

FROM: Chevon Kothari, Human Services Director

RE: Joy McClure Mental Health Counseling Provider Agreement 2017

RECOMMENDATION AND JUSTIFICATION:

Approve an Agreement with Joy McClure in an amount not to exceed \$80,000 to provide counseling services for mental health clients and supervision of Department interns; and authorize the Board of Supervisors Chair to sign the Agreement.

Joy McClure is a Licensed Clinical Social Worker (LCSW) with a counseling office in Mariposa. Joy McClure will provide counseling services to Mariposa County Behavioral Health clients that have Medicare, Medi-Cal, and/or private insurance. Joy will also provide supervision for interns who are currently employed by Human Services and need hours of supervision provided by a licensed counselor so they may become Licensed Clinical Social Workers (LCSW) or Licensed Marriage and Family Therapists (LMFT) as outlined in Exhibit B of the contract.

Behavioral Health refers clients to independent contractors for intake assessments, treatment plans and individual progress notes. The Behavioral Health Social Work Supervisor overseeing clinical staff determines whether a referral to an independent contractor is appropriate. All independent contractors 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.

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 based on their Global Assessment of Functioning (GAF) ratings. GAF is a numeric scale (0 through 100) used by mental health clinicians and physicians to subjectively rate the social, occupational, and psychological functioning of adults, i.e., how well or adaptively one is meeting various problems-in-living. Under these guidelines, the staff of Mariposa County Behavioral Health (MCBH) can refer clients to an independent contractor when the clients' GAF score is within parameters mutually agreed upon by MCBH and the independent contractor. Eligibility is 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 Medicare and/or Medi-Cal, services billable through Mariposa County Behavioral Health. 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 previous contract was approved by the Board on August 18, 2015 by Resolution 2015-410.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

FINANCIAL IMPACT:

These contract service providers are cost-neutral for the services to clients because they generate offsetting revenue through the Medi-Cal and/or Medicare billing process. The supervision to interns costs are covered by Mental Health realignment. All other clients referred to this provider will be billed through her private practice and not reimbursable from Human Services. These independent contractors are responsible to provide for their own costs. The Department estimates that county staff will be able to increase revenue to the Department through increased billing, by billing at higher rates for more complex cases, and by increasing the frequency of visits by other clients; therefore, there is no anticipated current or future impact to the County General Fund.

ATTACHMENTS:

Joy McClure Provider PSA 2017 (PDF)

CAO RECOMMENDATION

Requested Action Recommended


Mary Hodson, CAO 9/28/2016

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Merlin Jones, District II Supervisor

AYES: Smallcombe, Jones, Long, Cann, Carrier

PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT is made this 4th day of Oct, 2016 between:

COUNTY:

MARIPOSA COUNTY
Human Services Department
Post Office Box 99
Mariposa, CA 95338

and

CONTRACTOR:

JOY McCLURE
P.O. Box 566
Mariposa, CA 95338

ARTICLE 1. TERM OF AGREEMENT

- 1.01** Agreement Term: This Agreement shall become effective on July 1, 2016 and shall terminate on June 30, 2017, unless terminated in accordance with the provisions of Article 7 of this Agreement.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

- 2.01** Independent Contractor: It is the express intention of the parties that Contractor is an independent Contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.
- 2.02** Contractor Qualifications: Contractor warrants that it has the necessary competence, experience and qualifications for the services to be performed.
- 2.03** Agreement Management: Contractor shall report to the Human Services Director who will review the activities and performance of the Contractor and administer this Agreement.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

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

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in Agreement time. All such services are to be coordinated with County and the results of the work shall be monitored by the Director of Human Services or his/her designee. However, the means by which the work is accomplished shall be the sole responsibility of the Contractor.

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

ARTICLE 4. COMPENSATION

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

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

Contractor shall submit detailed invoices by the 10th of the month
following the month services were rendered.
Payment schedule per Exhibit "A".

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

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

5.01 Tools and Instrumentalities: Contractor will supply all tools and instrumentalities, required to perform the services under this Agreement. Contractor is not required to purchase or rent any tools, equipment or services from County. County shall not provide working space, supplies, materials or other such support to Contractor in the performance of the services and tasks as described herein.

- 5.02** Indemnification: Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of One Million Dollars (\$1,000,000) or an amount as otherwise determined appropriate by the County Risk Manager to cover such claims. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.03** General Liability and Automobile Insurance: During the term of this Agreement Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least \$1,000,000 combined limit for bodily injury and property damage; provided that the County, its officers, employees, volunteers and agents are to be named additional insureds under the policies, and that the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or the named insureds will be called on to cover a loss covered hereunder. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.
- 5.04** Professional Liability Coverage: Contractor shall provide proof of professional liability coverage satisfactory to County prior to commencing work under the Agreement.
- 5.05** Certificate of Insurance: Contractor shall complete and file with the County prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth in paragraphs 5.02 and 5.03 above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to County prior to the effective date of such cancellation.
- 5.06** Workers' Compensation: During the term of this Agreement Contractor agrees to provide workers' compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify County for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.
- 5.07** Public Employees Retirement System (CalPERS): In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

- 5.08** State and Federal Taxes: As Contractor is not County's employee; Contractor is responsible for paying all required state and federal taxes. In particular:
- a) County will not withhold FICA (Social Security) from Contractor's payments;
 - b) County will not make state or federal unemployment insurance contributions on behalf of Contractor;
 - c) County will not withhold state or federal income tax from payment to Contractor;
 - d) County will not make disability insurance contributions on behalf of Contractor;
 - e) County will not obtain workers' compensation insurance on behalf of Contractor.
- 5.09** Records: It is understood and agreed that all plans, studies, specifications, and data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Agreement shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the County and are not necessarily suitable for any future or other use. Contractor shall maintain such records for a minimum of three (3) years or as otherwise required by law.
- 5.10** Contractor's Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.
- 5.11** Assignability of Agreement: It is understood and agreed that this Agreement contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express written consent of the County.
- 5.12** HIPAA Compliance: Contractor agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity contractor performs on behalf of County, to the extent County would be required to comply with such requirements.

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

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

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

ARTICLE 6. OBLIGATIONS OF COUNTY

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

ARTICLE 7. TERMINATION OF AGREEMENT

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

ARTICLE 8. GENERAL PROVISIONS

- 8.01** Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.
- 8.02** Entire Agreement of the Parties: This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing

signed by the party to be charged and approved by the County as provided herein or as otherwise required by law.

8.03 Partial Invalidity: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

8.04 Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

8.05 Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. No discrimination shall be made by Contractor in the employment of persons who work under this Agreement because of race, color, national origin, ancestry, disability, sex or religion of such person.


8.06 Waiver: In the event that either County or Contractor shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation.

8.07 Governing Law: This Agreement and all matters relating to it shall be governed by the laws of the State of California and County of Mariposa and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Mariposa.


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

COUNTY:

CONTRACTOR:



JOHN CARRIER, Chair
Mariposa County Board of Supervisors



(Signature)
Joy McClure LCSW

(Print Name)

APPROVED AS TO FORM:



STEVEN W. DAHLEM
County Counsel

Exhibit A

Independent Contract Provider Revision Beginning July 1, 2015

I. Introduction:

- a) The purpose of this attachment is to:
- Provide a description of services to be provided for Mariposa County Behavioral Health (MCBH) by independent contractors (also referred to as contractor in this attachment) who are *licensed clinical counselors and who agree to provide services for Medicare and/or Medi-Cal clients. (When there is a shortage of clinical staff at MCBH, some of our Medi-Cal clients will also be referred);
 - Outline the responsibility of contractors;
 - Insure quality assurance and
 - Clarify billing and other logistical matters.

II. Description of Services:

- a) Beginning July 1, 2015, clients referred from MCBH to contractors are:
- Medicare and/or Medi-Cal clients;* and
 - Clients with insurance and others as may be appropriate. (See IV, b below.)
 - Contractor will provide up to 3200 hours of individual supervision for unlicensed clinicians who are registered with the Board of Behavioral Sciences and contractor will assist them in preparing for the required tests.
 - II. Contractor will fill out all of the necessary paperwork with clinician.
 - III. Contractor will inform BHRS if clinician wishes to drop out of supervision prematurely.
- b) Exceptions include:
- If a provider currently sees GAF 50+ clients, they will remain with the independent contractor as long as the clients continue to meet medical necessity and as long as documentation is current.) Records for current Medi-Cal and Medicare clients will continue to be kept in Anasazi. All other insurance and private-pay clients seen by the contractor will require creation of a separate record keeping system. These records are not to be kept in Anasazi.
 - Clients requiring psychiatric services will continue to be referred out to contractors.
 - Crisis services for clients are to be referred to day-time or night-time crisis workers, unless the crisis can be handled by the contractor in the office.
- c) Medicare and/or Medi-Cal clients referred to a contractor may be seen as long as necessary for the purpose of stabilization. Clients seen over a period of time must continue to meet medical necessity. This must be reflected in updated assessments, treatment plans and progress notes. This will be monitored by Behavioral Health Utilization Review Committee.

III. Contract Provider Responsibility

- a) Contractors will be responsible to document assessments, treatment plans, progress notes and signed release of information forms for Medicare and/or Medi-Cal in the Anasazi electronic record keeping system.
- b) Documentation for clients must be kept up to date. Out of date documentation may result in a suspension of payment for services until documentation is current. When treatment plans are out of date, any services provided, until the treatment plan is current and signed by clinician and client, will result in nonpayment for services by MCBH.
- c) After a second warning, contractors not in compliance with documentation guidelines (Policies and Procedures [P&P 6.2.2]), may be subject to termination.
- d) The contractor agrees to notify MCBH at least four weeks prior to terminating services and to provide a minimum of fifteen days written notice to affected clients.
- e) The contractor agrees to notify MCBH by calling the clinical manager and notifying him/her of the temporary inability to accept new Medicare and/or Medi-Cal clients. This suspension of referrals will exist until provider notifies MCBH that new referrals can be accepted. If a provider does not accept new referrals for a period of six-months the contract will be reviewed and, at the discretion of MCBH, the contract may be terminated unless it can be shown that extenuating circumstances exist requiring the provider to stop taking referrals.
- f) Contractors will provide only those services to Medicare and/or Medi-Cal clients that are specified and authorized by MCBH. Authorized services include:
 - o Initial and annual updated assessment (when approved by MCBHRS)
 - o Individual Therapy;
 - o Group Therapy;
 - o Family Therapy;
 - o Plan Development;
 - o Crisis Intervention; and
 - o Annual case plan update.
- g) Contractor agrees to provide services to clients in accordance with legal and ethical standards as proscribed by all relevant professional, federal, state, and/or local regulatory and statutory requirements. These include, but are not limited to, policies and procedures concerning:
 - o Treatment of minors. (P&P 6.4.2);
 - o Access to Adolescent Client records by non-custodial parents, (P&P 6.4.3);
 - o Child Protective and Adult Protective Services reporting requirements (P&P 6.4.1);
 - o Tarisoff warnings (See P&P 6.4.5);
 - o Court appearances. (See P&P 6.4.6); and
 - o HIPAA training. (Contractor agrees to take HIPAA training from Mariposa County Behavioral Health prior to seeing clients.)

- h) When dealing with paper records, contractor agrees to abide by MCBH Policies and Procedures on:
- o Retention and destruction of client information. (P&P 5.28);
 - o Privacy Complaints (P&P 5.24);
 - o Client confidentiality (P&P 5.25);
 - o Detection and reporting of fraud (P&P 6.21, also P&P 2.19.1-2:19.8 Compliance Plan);
 - o Patients' Rights Advocacy (P&P 6.5; 6.5.1);
 - o Advance Directives.
 - o Beneficiary's rights and responsibilities;
 - o Problem resolution process (P&P 6.7, 6.8.2);
 - o Discrimination and harassment in the workplace (P&P 1.6); and
 - o Monitoring of his/her contract (P&P 5.30);
- i) Contractor will display the following in an easy to see place in his/her office:
- o Patients' rights posters;
 - o Patients' rights pamphlets;
 - o Grievance letters and envelopes;
 - o Consumer information brochures;
 - o Material about advance healthcare directives; and
 - o Information about beneficiary problem resolution in all threshold languages (These are currently in English and Spanish).
- j) Contractor agrees to offer equal availability and accessibility of services to both commercial enrollees and Medicare and/or Medi-Cal enrollees. Contractor shall offer hours of operation for Medicare and/or 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 Medicare and/or Medi-Cal eligible clients, the hours the Contractor makes available for commercial enrollees, must be the same for Medicare and/or Medi-Cal enrolled clients. In other words, a provider cannot set aside a Saturday (or any other day) just for Medicare and/or Medi-Cal clients.

IV. Quality Assurance

- a) The MCBH Compliance Committee has the responsibility of assuring that high quality services are provided to the beneficiary in a safe, cost effective and efficient manner. (See Mariposa County Behavior Health and Recovery Services Compliance Plan.) The Compliance Committee reviews services and programs of public private providers in order to ensure:
- o Accessibility;
 - o Fire clearance of contractor's office;
 - o Services are meaningful and beneficial to the client;
 - o Services are culturally and linguistically competent;
 - o Contractor uses Interpreter Line when a client does not speak English and has need for another language (P&P 6.9);
 - o Services produce highly desirable results through the efficient use of resources; and
 - o Services meet requirements for medical necessity
- b) The Compliance Committee (Compliance Officer) will monitor beneficiaries' satisfaction with services they are receiving from providers. MCBH management staff

will evaluate contract performance based on agreed upon measurable objectives as determined by client and clinician in the annual case plan.

- o If the MCBH staff, Grievance Review staff or any other committee of the MHP makes a finding that a provider may be deficient in rendering or managing care, or if other problem areas are discovered, procedures outlined in Policy and Procedures will be initiated. (See P&P 2.13, 2.13.1, 2.13.2, 2.13.5, 2.13.7.)
- o If these deficiencies or problem areas are verified, corrective sanctions may be applied. These sanctions may include mandatory review of all claims, periodic review of medical records, or termination of the provider's contract with MCBH.

V. Clarification on billing and other logistical matters:

- a. Contractors will be reimbursed for Medicare and/or Medi-Cal clients at the rates listed below and based on documentation in the Anasazi Electronic Health Records System.
 - i. \$118.50 per hour for Medi-Cal clients and clients seen individually referred prior to July 1, 2015.*
 - ii. \$118.50 per **server** hour for each individual Medi-Cal client seen in a group and Medi-Cal clients referred prior to July 1, 2015.*
 - iii. \$35.68 per 16-37 minute session for Medicare clients and clients seen individually.
 - iv. \$50.31 per 38-52 minute session for Medicare clients and clients seen individually.
 - v. \$75.49 per 53 and over minute session for Medicare clients and clients seen individually.
 - vi. \$15.28 per person per group session up to 90 minutes for each Medicare client seen in a group.
- b. For private pay and insurance clients, MCBH will create a resource list that will include all licensed resource providers in Mariposa County. This list will be handed out to clients seeking services but who do not qualify for county services or who do not wish to be included in the county system.
- c. When a client is referred to a community resource that resource will be responsible for collecting any fees or for billing private insurance. Mariposa County takes no responsibility for these clients.
- d. County will make Invoicing Services available for Contractor. Should these services be desired Contractor agrees to give advance notification and understands that these services will be billed back to Contractor at \$52.00 per hour.

VI. Supervision of unlicensed staff:

Contractor will be reimbursed at the rate of \$75.00 for each hour of individual supervision provided to unlicensed registered clinical staff who are employed by BHRS (Refer to Exhibit B).

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

Exhibit B
Joy McClure, LCSW - Independent Contract Provider
Clinical Supervision

I. Introduction:

- The purpose of this Exhibit is for a contractor to provide weekly clinical supervision for clinical pre-licensed employees of Mariposa County Human Services.
- Contractor agrees to provide weekly clinical supervision for unlicensed interns, including: ASW's, MFT, Interns, and LPCC interns as requested by Mariposa County and as contractor has availability.

II. Description of Services:

- Contractor will provide weekly individual and/or group supervision for the appropriate number of hours as approved by the Mariposa County Behavioral Health clinical supervisor for each intern and agreed upon by the intern and the intern's immediate supervisor.
- Contractor will fill out the necessary paperwork for the intern to begin supervision hours. (Keeping track of supervision hours will be the responsibility of the pre-licensed clinician) but will be verified, approved and signed off by the contractor.
- At the completion of supervision, contractor will fill out the proper paperwork and sign off for the approved number of hours supervised.
- Individual supervision shall occur at the Mariposa County Human Services Center; group supervision may occur at the contractor's office location.
- Contractor shall ensure evidence based practice modalities are utilized in supervision.
- Contractor will meet monthly with BHRS Supervisors to review progress.

III. Conditions of the Contract:

- Contractor must hold a current license as an LCSW, MFT or a PhD for at least two years before he/she is eligible to provide clinical supervision.
- Contractor must be willing to show proof that he/she maintains a valid license with the Board of Behavioral Sciences and that he/she remains eligible to provide supervision when such proof is requested by the director or his/her designee. In addition, the contractor shall maintain ongoing CEU hours as required to supervise the specific intern(s).
- Contractor must notify Mariposa County if his/her name shows up on an excluded provider list. (Mariposa is required by Medi-Cal to also monitor all providers and make sure he/she is not on an excluded provider list.)
- If contractor violates any of these conditions, contract is subject to immediate termination at the discretion of the director of his/her designee.
- If for any reason contractor is unable to complete hours of supervision with an individual intern he/she will give intern verbal and or written notice and will sign-off on hours of supervision he/she has completed.

IV. Reimbursement:

- Contractor will be reimbursed for each hour of supervision at the rate of **\$75.00** per hour.
- Contractor shall submit detailed monthly invoices for services rendered.