



RESOLUTION No. 25-065

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF A PARTICIPATION AGREEMENT TO AUTHORIZE NEVADA COUNTY TO PARTICIPATE IN THE CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY CREDENTIALING AND RE-CREDENTIALING FOR CALIFORNIA COUNTY BEHAVIORAL HEALTH PLANS PROGRAM FOR THE PROVISION OF CREDENTIALING, RE-CREDENTIALING, AND MONTHLY MONITORING FOR THE TERM OF MARCH 1, 2025 THROUGH JULY 31, 2026 IN THE MAXIMUM AMOUNT OF \$65,800 AND AUTHORIZING AND DIRECTING THE AUDITOR-CONTROLLER TO AMEND THE BEHAVIORAL HEALTH DEPARTMENT'S BUDGET FOR FISCAL YEAR 2024/25 (4/5 AFFIRMATIVE VOTE REQUIRED)

WHEREAS, the State and Centers for Medicare and Medicaid Services (CMS) have published various uniform provider credentialing and recredentialing requirements that County mental Health Plans and Drug Medi-Cal Organized Delivery Systems (DMC-ODS) must follow; and

WHEREAS, the Nevada County Behavioral Health Department has entered into a contract with the California Mental Health Services Authority (CalMHSA) Semi-Statewide Electronic Health Record Program for the services related to a California-centric Electronic Health Record (EHR); and

WHEREAS, CalMHSA is a Joint Power Authority representing County Behavioral Health Departments under the authority of the Government Code; and

WHEREAS, CalMHSA has developed a process for services related to the credentialing process, which may include registration, certification, licensure, and/or professional association membership, along with ongoing monthly monitoring of provider databases and exclusion lists. Credentialing ensures that providers are licensed, registered, waived, and/or certified as required by state and federal law; and

WHEREAS, the Nevada County Behavioral Health Department intends to enter into a contract with CalMHSA for Credentialing and Recredentialing to meet state and federal credentialing and re-credentialing requirements.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Participation Agreement by and between the CalMHSA, pertaining to the provision of the CalMHSA credentialing and re-credentialing services for the contract term of March 1, 2025 through June 31, 2026, in the maximum amount of \$65,800 be and hereby is approved, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Agreement on behalf of the County of Nevada and authorizes and directs the Auditor-Controller to release \$32,900 of fund balance in Fund 1589 and amend Behavioral Health's budget as follows:

Fiscal Year 2024/25

Revenue: 1589-40103-493-1000 / 446250 \$32,900

Expenditure: 1589-40103-493-1000 / 521520 \$65,800

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 25th day of February 2025, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Robb Tucker, Lisa Swarthout, Susan Hoek, and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

Recuse: None.

ATTEST:

TINE MATHIASSEN

Chief Deputy Clerk of the Board of Supervisors

By: _____



Heidi Hall, Chair

11957-NC-CRED-25_26
Credentialing and Recredentialing for California County Behavioral Health Plans
Nevada County
January 7, 2025

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
Credentialing and Recredentialing for California County Behavioral Health Plans

Nevada County ("Participant") desires to participate in the Credentialing and Recredentialing for California County Behavioral Health Plans Program ("Program") offered by the California Mental Health Services Authority ("CalMHSA") on the terms provided in this Participation Agreement ("Agreement"). Participant acknowledges that the Program also will be governed by CalMHSA's Joint Powers Agreement and its Bylaws. The Agreement is effective upon March 1, 2025, through July 31, 2026 ("Term"). The following exhibits are attached and form part of this Agreement:

- | | | |
|---|--------------|--|
| p | Exhibit A | Detailed Program Description, Requirements, Restrictions |
| p | Exhibit B | General Terms and Conditions |
| p | Attachment A | Work Order Form |
| p | Attachment B | Credentialing and Recredentialing Cost by Provider Type |

1. **Summary of Program:** CalMHSA is offering the following Program to Counties:

CalMHSA has entered into an Agreement with Compliance Made Easy, Inc., DBA CertifyOS, a National Committee for Quality Assurance (NCQA) certified Credentials Verification Organization (CVO), to support California County Mental Health Plans (MHPs), Drug Medi-Cal Organized Delivery System (DMC-ODS) Plans, and Drug Medi-Cal (DMC) State Plans, hereinafter refer to as the Participant, to comply with the Centers for Medicare and Medicaid Services (CMS) and the Department of Health Care Services (DHCS) uniform provider credentialing and recredentialing requirements as per DHCS Mental Health and Substance Use Disorder Services (MHSUDS) Information Notice (IN) Number 18-019: Provider Credentialing and Recredentialing for MHPs and DMC-ODS Counties and DHCS Behavioral Health (BH) IN Number 22-070: Parity Requirements for DMC State Plan Counties.

2. **Funding:** The Program requires the following funding and payments:

The Program involves the Participant paying a One-Time Implementation fee plus optional services within the first 30 days of Agreement execution. For Credentialing, Recredentialing, and Ongoing Monitoring, CalMHSA will invoice Participant for all services incurred on a quarterly basis. Participant will pay invoice within 30 days of receipt. Participant will pay in arrears for services utilized. Additional optional services can be purchased as needed via the Work Order Form (Attachment A).

3. The maximum amount payable under this Agreement is not to exceed \$65,800

CalMHSA

DocuSigned by:
Signed: Dr. Amie Miller Name (Printed): Dr. Amie Miller, Psy.D., LMFT
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11957-NC-CRED-25_26

Credentialing and Recredentialing for California County Behavioral Health Plans

Nevada County

January 7, 2025

Title: Executive Director

Date: 3/7/2025

Participant: NEVADA COUNTY

Signed: 
Heidi Hall (Feb 26, 2025 20:44 PST)

Name (Printed): Heidi Hall

Title: Board of Supervisors


Date: 02/26/2025

Signed: 
Jamie Hogenson, Deputy (Feb 26, 2025 11:16 PST)

Name (Printed): Jamie Hogenson, Deputy

Title: County Counsel

Date: 02/26/2025

Signed: 
Phebe Bell (Feb 13, 2025 19:14 PST)

Name (Printed): Phebe Bell

Title: Director of Behavioral Health

Date: 02/13/2025

Participation Agreement

EXHIBIT A – Detailed Program Description, Obligations, Restrictions

I. Detailed Program Description: CalMHSA has entered into an Agreement with Compliance Made Easy, Inc., DBA CertifyOS, a National Committee for Quality Assurance (NCQA) certified Credentials Verification Organization (CVO), to support California County Mental Health Plans (MHPs), Drug Medi-Cal Organized Delivery System (DMC-ODS) Plans, and Drug Medi-Cal (DMC) State Plans, hereinafter refer to as the Participant, to comply with the Centers for Medicare and Medicaid Services (CMS) and the Department of Health Care Services (DHCS) uniform provider credentialing and recredentialing requirements as per DHCS Mental Health and Substance Use Disorder Services (MHSUDS) Information Notice (IN) Number 18-019: Provider Credentialing and Recredentialing for MHPs and DMC-ODS Counties and DHCS Behavioral Health (BH) IN Number 22-070: Parity Requirements for DMC State Plan Counties.

The services offered under the CalMHSA Credentialing Program will ensure that each Participant provider is qualified in accordance with current legal, professional, and technical standards, and is appropriately licensed, registered, waived, and/or certified as required by state and federal law.

II. Obligations:

Participant shall:

- Provide CertifyOS with required data for all network providers being credentialed/recredentialled.
- Set up and/or have its own NPDB account, must add CertifyOS as authorized agent to the Participant's account, and provide CertifyOS with the Participant's NPDB Data Bank ID.
- Provide CertifyOS with the designated program's liaison(s) contact information.
- Provide CertifyOS with contact information for credentialing platform users needing training, have each user attend the training and complete a Credentialing Platform User Access Form.
- Provide CertifyOS with the designated Participant's email address to be included in automated emails generated by the credentialing platform.
- Make available to Participant providers requiring credentialing/recredentialing the link to the Provider Credentialing Application.
- Provide CertifyOS with a copy of the Participant's professional liability insurance blanket policy, if applicable.
- If CAQH Integration option is selected: Set up and/or have its own active account of the CAQH Participating Organization (PO) Provider Data Portal and add CertifyOS as an authorized user.
- If CertifyOS Credentialing Committee Facilitation/Oversight option selected: Work with CertifyOS to schedule monthly credentialing committee meetings.
- Retain the right to approve, suspend and/or terminate individual providers.
- Retain the responsibility of ensuring that provider information published to the public in the form of beneficiary informing materials, including provider directories, is consistent with the information obtained during the credentialing/recredentialing process.

- Grant CalMHSA the authority to monitor and oversee the credentialing activities to be performed by CertifyOS on behalf of the Participant (CalMHSA agrees to report to the Participant on CertifyOS performance annually at a minimum).

CalMHSA shall:

To support Participants to comply with the above-mentioned regulations, CalMHSA shall:

- Verify that CertifyOS conducts provider credentialing that meets DHCS requirements and NCQA standards and guidelines to ensure that providers have valid credentials.
- Periodically check, via file audits, to confirm that CertifyOS is verifying the required items through a primary source and documenting these in a primary source verification (PSV) file, as applicable by the provider type.
- Verify that CertifyOS tracks and conducts provider recredentialing that meets DHCS requirements and NCQA standards and guidelines, at a minimum every three years.
- Confirm that CertifyOS integrates the respective Participant's Credentialing Platform with each participating County's NPDB account within two (2) weeks after such Participant adds CertifyOS as an Authorized Agent to its respective NPDB county account and provides CertifyOS with the County's NPDB Data Bank ID, allowing for primary source verification and validation of providers credentialing data.
- Track and verify that CertifyOS maintains its certification as an NCQA Credentials Verification Organization (CVO), in all 11 certification options, throughout the term of the Agreement.
- Verify that CertifyOS provider credentialing and recredentialing policies and procedures are compliant with DHCS credentialing regulations and NCQA credentialing standards and guidelines.
- Oversee CertifyOS performance on behalf of the Participant by reviewing and ensuring that specific service level agreements and/or key performance indicators are reported monthly to CalMHSA to ensure compliance with previously agreed metrics during the term of the Agreement. Furthermore, CalMHSA and CertifyOS will meet periodically, at a mutually agreeable date/time, to discuss matters related to credentialing functions.
- Assist the Participant during the CertifyOS Credentialing Platform implementation and confirm that the Participant implements a separate, secure instance of the credentialing platform and receives platform and process user training.
- Verify that customer support for Participant and providers by CertifyOS is available Monday through Friday from 8:00 AM to 6:00PM, Pacific Standard Time. Customer support must be provided via email, and fax.
- Confirm that Participant has the credentialing platform dashboard functionality available with real-time data to ensure transparency of credentialing activities performed by CertifyOS.
- Confirm that Participant has access to and can download CertifyOS credentialing platform built-in reports, including individual provider PSV files.
- Confirm that CertifyOS makes available to Participant its Virtual Credentialing Committee management module, within the credentialing platform, which allows for adjudication of all files presented to the committee.

- Verify that CertifyOS assist Participant with federal and/or state audit preparation, including reporting, that involves provider credentialing and recredentialing activities.
- Verify that all provider information obtained through the credentialing and recredentialing activities is secured and protected from unauthorized access in accordance NCQA and industry standards, including multi-factor authentication (MFA) for remote user access, in addition to standard data security and management protocols.

III. Obligations Specific to Participant Opt-In Selected Options

If the Participant elects to participate in any of the optional services offered under the CalMHSA Credentialing Program, the following applies, as applicable by the chosen optional service(s).

Provider Ongoing Monitoring

- CalMHSA shall verify that active Participant network providers uploaded to the CertifyOS credentialing platform are monitored monthly in accordance with NCQA standards to ensure quality and safety of care.
- CalMHSA shall verify, if any of the monitored items above become an issue, that the CertifyOS credentialing platform flags the information and that an automated alert is triggered and sent to an identified Participant user(s).

CertifyOS Credentialing Committee Facilitation/Oversight

- CalMHSA shall confirm that CertifyOS provides one staff member to prepare the PSV files to be reviewed by committee members, facilitate, and record meeting minutes for the Participant credentialing committee meetings conducted utilizing the CertifyOS Virtual Credentialing Committee module.
- CalMHSA shall confirm that CertifyOS facilitates and oversees Participant credentialing committee meetings once a month or twelve (12) times in one (1) year, on a date/time specified and mutually agreed by both parties.

CAQH Integration

- CalMHSA will verify that CertifyOS successfully implements the Council for Affordable Quality Healthcare (CAQH) integration selected by the Participant.
- CalMHSA shall verify that CertifyOS retrieves provider credentialing applications via the CAHQ Integration and automatically rosters providers to the Participant's CAQH roster.

Program Restrictions:

- CalMHSA shall not be responsible for any credentialing functions not specified in this Agreement.

Participation Agreement
EXHIBIT B – General Terms and Conditions

I. Definitions

The following words, as used throughout this Participation Agreement, shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- A. CalMHSA – California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association to jointly develop and fund mental health services and education programs.
- B. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.
- C. Participant – Any County participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.
- D. Program – The program identified in the Cover Sheet.

II. Responsibilities

A. Responsibilities of CalMHSA:

- 1. Act as the Fiscal and Administrative agent for the Program.
- 2. Manage funds received from, Participant in a manner consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
- 3. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
- 4. Comply with CalMHSA's Joint Powers Agreement and Bylaws.

B. Responsibilities of Participant:

- 1. Participant will pay for individual program services as defined in the fiscal provisions in Exhibit B – Section V.
- 2. Provide CalMHSA and any other parties deemed necessary with requested information and assistance in order to fulfill the purpose of the Program.
- 3. Responsible for any and all assessments, creation of individual case plans, and providing or arranging for services.
- 4. Cooperate by providing CalMHSA with requested information and assistance in order to fulfill the purpose of the Program, including but not limited to information related to the Credentialing and Recredentialing requirements set forth by DHCS Mental Health and Substance Use Disorder Services (MHSUDS) Information Notice (IN) Number 18-01 and detailed in Exhibit A-Program Description.
- 5. Provide feedback on Program performance.

6. Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.

III. Duration, Term, and Amendment

- A. This Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by an authorized representative of both parties.

IV. Withdrawal, Cancellation, and Termination

- A. Participant may withdraw from the Program and terminate the Agreement upon six (6) months' written notice to CalMHSA. Notice shall be deemed served on the date of mailing.
- B. Member Cost Sharing. The withdrawal of a Participant from the Program shall not automatically terminate its responsibility for its share of the expense and liabilities of the Program. The contributions of current and past Participants are chargeable for their share of unavoidable expenses and liabilities arising during their participation period.
- C. CalMHSA may terminate, cancel, change, or limit the Program due to circumstances, including but not limited to, lack of County participation, government restrictions, issues with vendors or their services/platforms/products, lack of funding, governmental funding changes, inability to provide the Program due to vendor(s), regulatory changes, force majeure, or other issues.
- D. If applicable, upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising under the Program shall be returned to Participant. However, funds used to pay for completed deliverables, services rendered, upfront fees to create the Program, or fees for any portal or platform, ongoing services etc. are not subject to such reversion (subject to applicable laws). Unused funds that were paid for by a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if disproportionate benefit was conveyed to a particular Participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular County that paid them per the Program.

VI. Indemnification and No Responsibility for Mental Health Services

- A. Indemnification. To the fullest extent permitted by law, each party shall hold harmless, defend and indemnify the other party, including its governing board, employees and agents from and against any and all claims, losses, damages, liabilities, disallowances, recoupments, and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from the indemnifying party's negligence or willful conduct in the performance of its obligations under this Agreement, including the performance of the other's subcontractors, except that each party shall have no obligation to indemnify the other for damages to the extent resulting from the negligence or willful misconduct of any indemnitee. Each party may participate in the defense of any such claim without relieving the other of any obligation hereunder.

- B. No Responsibility for Mental Health Services. CalMHSA is not undertaking responsibility for assessments, creation of case or treatment plans, providing or arranging services, and/or selecting, contracting with, or supervising providers (collectively, “mental health services”). Participant will defend and indemnify CalMHSA for any claim, demand, disallowance, suit, or damages arising from Participant’s acts or omissions in connection with the provision of mental health services.

V. Fiscal Provisions

A. Total Funding Limits -

While adhering to, and under no circumstances exceeding, the approved total maximum programmatic funding amount of \$65,800 the Nevada County Behavioral Health Department is explicitly authorized to utilize unallocated program funds within the previously approved total maximum programmatic funding amount for the purchase of optional services.

Notwithstanding the above, any change in the total maximum programmatic funding amount shall require approval of the Board of Supervisors of Nevada County.

B. Services Offered -

| REQUIRED SERVICES | | | |
|---|--|---|---------------------------|
| Item | Description | Cost | Unit |
| Tier 3: One-Time Program Implementation Fee (101-1000 Providers) | <i>The start-up fee CalMHSA charges all counties to participate in this project. This includes the cost of the initial CertifyOS platform set-up and training with each Participant. This fee is calculated based on the county's network provider size and includes costs associated with the implementation of the program, including the work completed to select a CVO provider and setting up of the program.</i> | \$17,000 | Per implementation |
| Credentialing Service* | <i>Equates to the initial primary source verification of all required elements for one provider based on discipline/type.</i> | Dependent on Provider Type – Please see Attachment B | Per credentialing event |
| Recredentialing Service* | <i>Equates to the periodic primary source verification of all required elements for one provider based on discipline/type.</i> | Dependent on Provider Type – Please see Attachment B | Per Recredentialing event |

| OPTIONAL SERVICES | | | |
|---|---|--------|------------------------|
| Item | Description | Cost | Unit |
| Ongoing Monitoring Services including expirables - (optional) | <i>Equates to periodically querying different databases to check for sanctions, malpractice claims and settlements, jurisdictional sanctions, limitations on licensure, and other adverse actions for all enrolled network providers.</i> | \$6.00 | Per year, per provider |

*Credentialing or Recredentialing certain provider types will require additional pass-through costs. These costs will be applied as needed depending on the provider type and specialty board association and will be included in the total cost of the credentialing/recredentialing service.

C. Payment Method –

Participant will pay for all items listed below due within 30 days of Agreement execution. Specifically, this includes the following items:

- One-Time Program Implementation Fee (Tier 1, Tier 2, Tier 3, Tier 4, or Tier 5 based on number of providers)
- CAQH Integration – (optional)
- Credentialing Committee Oversight/Facilitation – (optional)

For all other services, excluding Credentialing and Recredentialing Services (See Exhibit B, Section V -Item D) and Ongoing Monitoring Services (See Exhibit B, Section V – Item E). Participants will submit a work order form to credentialing@calmhhsa.org. CalMHSA will invoice counties for all services incurred on a quarterly basis. Participant will pay invoice within 30 days of receipt. Participant will pay in arrears for services utilized.

D. Requesting Credentialing, Recredentialing Services:

Participant will submit the names of the Providers who require Credentialing services via the CertifyOS platform. Recredentialing services will incur automatically once the Provider is entered into the CertifyOS Credentialing Platform and is due for Recredentialing. CalMHSA will invoice counties all services incurred on a quarterly basis. Participant will pay invoice within 30 days of receipt. Participant will pay in arrears for services utilized.

E. Ongoing Monitoring Services:

If a Participant opts into Ongoing Monitoring Services, these will apply automatically to all Providers entered into the CertifyOS Credentialing Platform. Participant will pay invoice within 30 days of receipt. CalMHSA will invoice counties all services incurred on a quarterly basis. Participant will pay in arrears for services utilized.

F. Service Fee –

Participant will be charged an inclusive service fee incorporated in the total cost of each service.

Participation Agreement
Attachment A – Work Order Form

[ORDER FORM #]
[DATE]

PARTICIPANT:

PAYMENT MADE TO:

California Mental Health Services Authority
1610 Arden Way, STE 175
Sacramento, CA 95815

| Work Order Form | | | |
|--|------------|------|-------|
| Item | (Yes/No) | | |
| Ongoing Monitoring Services including expirables - (optional) | | | |
| Item | Cost | Unit | Total |
| CAQH Integration - (optional) | \$3,000.00 | | |
| Credentialing Committee Oversight/Facilitation - (optional) | \$36,000 | | |
| Total | | | |

Authorized Signatory:

Name: _____

Date: _____

Participation Agreement
Attachment B– Credentialing and Recredentialing Cost by Provider Type

| PROVIDER TYPE | APPLICABLE PLAN | CREDENTIALING COST** |
|---|------------------------|----------------------|
| Certified/Registered Alcohol and Other Drug Counselors (AOD Counselors) | DMC-ODS/State Plan | \$33.00 |
| Licensed Practitioner of the Healing Arts (LPHA)* | MHP/DMC-ODS/State Plan | \$33.00 |
| Licensed/Waivered Psychologist | MHP/DMC-ODS/State Plan | \$33.00 |
| Nurse Practitioner (NP) | MHP/DMC-ODS/State Plan | \$141.00 |
| Physician Assistant (PA) | MHP/DMC-ODS/State Plan | \$61.80 |
| Licensed/Registered Pharmacist | MHP/DMC-ODS/State Plan | \$33.00 |
| Registered Nurse (RN) | MHP/DMC-ODS/State Plan | \$69.00 |
| Clinical Nurse Specialist (CNS) | MHP | \$93.00 |
| Licensed Vocational Nurse (LVN) | MHP/DMC-ODS/State Plan | \$69.00 |
| Occupational Therapist (OT) | MHP/DMC-ODS/State Plan | \$33.00 |
| Licensed Psychiatric Technician (PT) | MHP/DMC-ODS/State Plan | \$33.00 |
| Certified Medical Assistant (CMA) | MHP/DMC-ODS/State Plan | \$33.00 |
| Certified Medi-Cal Peer Support Specialist | MHP | \$33.00 |
| United States Medical Graduate Physician | | |
| Physician (Medical Doctor - MD) | MHP/DMC-ODS/State Plan | \$102.20 |
| Physician (Doctor of Osteopathy - DO) | MHP/DMC-ODS/State Plan | \$132.20 |
| Licensed Psychiatrist | MHP/DMC-ODS/State Plan | \$132.20 |
| International Medical Graduate Physician | | |
| Physician (Medical Doctor - MD) | MHP/DMC-ODS/State Plan | \$202.20 |
| Physician (Doctor of Osteopathy - DO) | MHP/DMC-ODS/State Plan | \$232.20 |
| Licensed Psychiatrist | MHP/DMC-ODS/State Plan | \$232.20 |

*LPHA in this context includes licensed or registered clinical social workers, marriage and family therapists or professional clinical counselors.

**Note that any relevant pass-through fees not already included in the cost above may be added to the total credentialing fee as applicable. While the total credentialing fees listed in Attachment B may vary, these should not exceed the amounts currently listed in the table above.