

TULARE COUNTY AGREEMENT NO. \_\_\_\_\_

**COUNTY OF TULARE  
HEALTH & HUMAN SERVICES AGENCY  
SERVICES AGREEMENT**

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**THIS AGREEMENT** ("Agreement") is entered into as of \_\_\_\_\_ between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and \_\_\_\_\_, **TURNING POINT OF CENTRAL CALIFORNIA, INC.**, a California Corporation ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A.** COUNTY wishes to obtain the provision of mental health services in conformance with the Mental Health Services Act guidelines as set forth by the State of California Department of Mental Health, the Welfare & Institutions Code, Division 5, Titles 9 and 22 of the California Code of Regulations, the Cost Reporting/Data Collection Manual of the State Department of Mental Health and the Tulare County Mental Health Annual Plan; and
- B.** CONTRACTOR has the experience and qualifications to provide the services COUNTY requires pertaining to the COUNTY'S Mental Health Program; and
- C.** CONTRACTOR is willing to enter into this Agreement with COUNTY upon the terms and conditions set forth herein.

**THE PARTIES AGREE AS FOLLOWS:**

- 1. TERM:** This Agreement becomes effective as of July 1, 2019, and expires at 11:59 PM on June 30, 2020 unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. SERVICES:** See attached Exhibits A, A-1, A-2.
- 3. PAYMENT FOR SERVICES:** See attached Exhibits B, B-1, B-2, B-3, B-4, B-5.
- 4. INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached **Exhibit C**.
- 5. GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY'S "General Agreement Terms and Conditions" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>
- 6. ADDITIONAL EXHIBITS:** CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement. Complete Exhibits D, E, F, G, G-1, and H can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>

**COUNTY OF TULARE  
 HEALTH & HUMAN SERVICES AGENCY  
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<input checked="" type="checkbox"/>	<b>Exhibit D</b>	Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
<input checked="" type="checkbox"/>	<b>Exhibit E</b>	Cultural Competence and Diversity
<input checked="" type="checkbox"/>	<b>Exhibit F</b>	Information Confidentiality and Security Requirements
<input checked="" type="checkbox"/>	<b>Exhibit G</b>	Contract Provider Disclosures ( <u>Must be completed by Contractor and submitted to County prior to approval of agreement.</u> )
<input checked="" type="checkbox"/>	<b>Exhibit G1</b>	National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care
<input type="checkbox"/>	<b>Exhibit H</b>	Additional terms and conditions for federally-funded contracts
<input type="checkbox"/>	<b>Exhibit</b>	

**7. NOTICES:** (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage pre-paid and addressed as follows:

**COUNTY:**

CONTRACTS UNIT  
 TULARE COUNTY HEALTH & HUMAN  
 SERVICES AGENCY  
 5957 S. Mooney Boulevard  
 Visalia, CA 93277  
 Phone No.: 559-624-8000  
 Fax No.: 559-737-4059

**With a Copy to:**

COUNTY ADMINISTRATIVE OFFICER  
 2800 W. Burrel Ave.  
 Visalia, CA 93291  
 Phone No.: 559-636-5005  
 Fax No.: 559-733-6318

**CONTRACTOR:**

TURNING POINT OF CENTRAL CALIFORNIA, INC.  
 615 South Atwood Street  
 Visalia, CA 93277  
 Phone No.: 559-627-2046  
 Fax No.: 559-636-2105

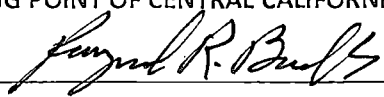
(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

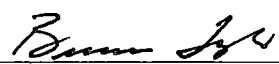
**8. AUTHORITY:** CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

COUNTY OF TULARE  
HEALTH & HUMAN SERVICES AGENCY  
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9. **COUNTERPARTS:** The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Date: 4/9/19  
By   
Print Name Raymond R. Banks  
Title Chief Executive Officer

Date: 4/9/19  
By   
Print Name Bruce Tyler  
Title Chief Financial Officer

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]


COUNTY OF TULARE

Date: \_\_\_\_\_  
By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST: JASON T. BRITT  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By \_\_\_\_\_  
Deputy Clerk

Approved as to Form  
County Counsel

By   
Deputy  
Matter # 2019373

**EXHIBIT A**  
**Services**  
**Fiscal Year 2019-2020**

**Contractor: Turning Point of Central California**  
**Program: Mobile Services Program – North Tulare County Program**

**I. DESCRIPTION OF SERVICES/INTENT AND GOALS:**

**A. System-wide Program Intent and Goals**

1. To provide a mobile mental health program for children/youth 0 through 15 years of age, transitional age youth (TAY) 16 to 25 years of age, adults 26 through 59 years of age, and older adults 50 years of age and older with severe mental illness (SMI) and/or severe emotional disturbance (SED), residing in rural un/underserved areas of North Tulare County.
2. To provide an array of wellness and recovery based mental health and supportive services that are easily accessible and culturally competent.
3. To coordinate services with community-based organizations and public agencies targeting unserved and underserved populations in Tulare County to reduce accessibility barriers that occur when individuals have transportation barriers and must navigate multiple agencies, programs, and access-procedures to receive services.
4. To reduce negative outcomes associated with severe and persistent mental illness, including: suicide, incarceration, prolonged suffering, school failure or dropout, unemployment, hospitalization, homelessness and removal of children from their homes.

**B. Description of Services and Treatment Methods**

1. Services provided by the Mobile Services program are considered one of three categories: General Systems Development, Full Service Partnership, or Outreach and Engagement.
  - a) CONTRACTOR must track services and expenditures within these three categories.
2. General System Development Services (GSD)
  - a) Assessment/Enrollment
    - (1) Upon receipt of a referral (self or otherwise) for mental health services, CONTRACTOR will contact the individual and referring agency within 48 hours, and provide an initial assessment to occur within 72 hours of first contact.
    - (2) CONTRACTOR will engage the individual in an initial psycho-social assessment, to include the LOCUS or CALOCUS, conducted by a Licensed Clinical Social Worker or Waivered Clinical Social Worker.
    - (3) Pursuant to CCR, Title 9, Division 1, Chapter 14, Section 3620, a consumer wellness plan (CWP) shall be developed for each individual in coordination with other agencies that have a

shared responsibility for services and/or supports, and the family, when appropriate.

(4) CONTRACTOR will assess eligibility and enrollment based on the Tulare County Mental Health Plan (MHP) mental health service eligibility.

(5) All individuals will be assisted with creating and maintaining a Wellness and Recovery Action Plan (WRAP).

b) GSD Services

c) General Systems Development (GSD) are funds used to improve programs, services, and supports for clients and their families; change service delivery systems; and build transformational programs and systems.

d) The Mobile Service delivery was developed in 2006/2007 through the Mental Health Services Act (MHSA) Community Services and Supports (CSS) stakeholder process as a response to provide mental health services in a transformative approach by providing a mental health services in the rural and geographically isolated communities that are traditionally underserved.

e) In addition to the transformative approach of the Mobile Services program, CONTRACTOR must provide services in a method that focuses on MHSA principles: consumer- and family-centered care; culturally competent; wellness, recovery and resilience focus; integrated service experience; outreach to the traditionally un/underserved; best practices and evidence-based strategies; and community collaboration.

f) Services must include a broad spectrum of activities including, but not limited to:

(1) Individual, family, and group therapy

(2) Case management

(3) Medication management

(4) Supportive Activities:

(a) Life Skills groups (e.g., cooking, budgeting, stress management, time management, and accessing community resources)

(b) Employment training (e.g., networking, finding a job, resume building, role-playing, job etiquette, and volunteer opportunities)

(c) Education support (e.g., study groups, college tours, and presentations from educators)

(d) Peer Mentoring (e.g., WRAP)

(e) Socialization (e.g., museum tours, and recreational activities)

g) Services should be developed with a person-centered approach.

(1) Person-centered approach is a highly individualized process designed to respond to the expressed needs/desires of the individual.

(a) Each individual has strengths and the ability to express preferences and to make choices.

(b) The individual's choices and preferences shall always be solicited and considered.

(c) Treatment and supports identified through the process shall be provided in environments that promote maximum independence, community connections, and quality of life.

(d) A person's cultural background shall be recognized and valued in the decision-making process.

### 3. Full Service Partnership Program

#### a) Assessment/Enrollment

(1) Upon receipt of a referral for an FSP evaluation, CONTRACTOR will contact the individual and referring agency within 48 hours, and provide an initial assessment to occur within 72 hours of first contact.

(2) CONTRACTOR will engage the individual in an initial psycho-social assessment, to include the LOCUS or CALOCUS, conducted by a Licensed Clinical Social Worker or Waivered Clinical Social Worker.

(3) Pursuant to CCR, Title 9, Division 1, Chapter 14, Section 3620, a consumer wellness plan (CWP) shall be developed for each individual in coordination with other agencies that have a shared responsibility for services and/or supports, and the family, when appropriate.

(4) CONTRACTOR will submit all required documentation to Tulare County Department of Mental Health – MHSA Analyst for FSP enrollment approval.

#### b) FSP Services

(1) Each partner (i.e., consumer enrolled in a full service partnership program) will be assigned to a Personal Service Coordinator (PSC) who will act as the single fixed point of responsibility and provide intensive case management and supportive services until the partner is transitioned to a less intensive treatment modality.

(2) Partners will receive, at minimum, three services per week in a setting that aids the partner in service accessibility (e.g., home, school, primary care clinics, family resource center, community agency, in-office, etc.).

(3) Services include a broad spectrum of activities including, but not limited to:

- (a) Individual, family, and group therapy
- (b) Intensive case management
- (c) Medication management
- (d) Supportive Activities:
  - (i) Life Skills groups (e.g., cooking, budgeting, stress management, time management, and accessing community resources)
  - (ii) Employment training (e.g., networking, finding a job, resume building, role-playing, job etiquette, and volunteer opportunities)
  - (iii) Education support (e.g., study groups, college tours, and presentations from educators)
  - (iv) Peer Mentoring (e.g., WRAP)
  - (v) Socialization (e.g., museum tours, and recreational activities)

(4) Services should be developed with a person-centered approach. Person-centered approach is a highly individualized process designed to respond to the expressed needs/desires of the individual.

- (a) Each individual has strengths and the ability to express preferences and to make choices.
- (b) The individual's choices and preferences shall always be solicited and considered.
- (c) Treatment and supports identified through the process shall be provided in environments that promote maximum independence, community connections, and quality of life.
- (d) A person's cultural background shall be recognized and valued in the decision-making process.

c) Flex Funding

(1) Flex funding is only applicable to partners and can only be used to pay for short-term or one-time goods, supports, services and activities that are not typically funded by other sources (e.g., housing, medical expenses, clothing, food, education, and transportation). See section III.

d) Transition and Discharge

- (1) Transition of partners to less intensive treatment modalities will occur as the partner develops competencies and resources to meet recovery goals without FSP services.
- (2) A partner's progress and level of recommended care (LOCUS/CALOCUS) will be assessed every three months.
- (3) Partners shall be discharged when they meet one or more of the following criteria:

- (a) Partner's refusal of services by the legally responsible adult,
- (b) Partner's or legally responsible adult's unilateral decision to terminate treatment,
- (c) Transfer to another program that has been mutually agreed upon, or
- (d) Mutual agreement that the goals of treatment have been met.

4. Outreach and Engagement Services (O&E)

a) O&E Services

(1) CONTRACTOR will conduct O&E activities that reach out to populations that are currently receiving little or no mental health services. This category is established in recognition of the special activities needed to reach unserved populations.

C. Ancillary Transportation

1. The Mobile Services program and all ancillary transportation provided by CONTRACTOR will be equipped with First Aid kits, cell phones, and child safety seats (infants/toddlers). Travel destination logs will be created and maintained, in addition to mileage logs that include dates, times, destinations, and purpose of travel. CONTRACTOR staff can use personal vehicles to transport consumers when necessary at the discretion of the CONTRACTOR. Mileage reimbursement will align with Federal Mileage Reimbursement Rates.

**II. POPULATION SERVED**

A. Demographics

1. CONTRACTOR shall provide services to children/youth 0 through 15 years of age, transitional age youth (TAY) 16 through 25 years of age, adults 26 through 59 years of age, and older adults age 60 or older. An emphasis must be placed on serving communities that are rural and/or geographically un/underserved in the North Tulare County including, but not limited to: Goshen, Cutler/Orosi, Dinuba, Traver, Sultana, Ivanhoe, and Woodlake; and on serving individuals who are traditionally unserved or underserved such as individuals from Hispanic, African-American, Asian-American, and Native American communities

B. Full Service Partnership Focal Populations

1. Child/Youth Focal Population (ages 0-15)

- a) Child/youth with serious emotional disturbance (SED) who is at high risk of expulsion from school, is involved with or at high risk of being detained by Child Welfare Services (CWS), and/or has a parent/caregiver with SED or severe and persistent mental illness, or who has a substance abuse disorder or co-occurring disorders.
- b) Child/youth with SED who has been removed or is at risk of removal from their home by CWS and/or is in transition to a less restrictive placement.



c) Child/youth with SED who is experiencing the following at school: suspension or expulsion, violent behaviors, drug possession or use, and/or suicidal and/or homicidal ideation.

d) Child/youth with SED who is involved with Probation, is on psychotropic medication, and is transitioning back into a less structured home/community setting.

(1) A child/youth is considered seriously emotionally disturbed (SED) if he/she exhibits one or more of the following characteristics, over a long period of time and to a marked degree, which adversely affects his/her functioning:

- (a) An inability to learn which cannot be explained by intellectual, sensory, or health factors;
- (b) An inability to build or maintain satisfactory interpersonal relationships with peers and teachers;
- (c) Inappropriate types of behavior or feelings under normal circumstances exhibited in several situations;
- (d) A general pervasive mood of unhappiness or depression;
- (e) A tendency to develop physical symptoms or fears associated with personal or school problems.

## 2. Transition-age Youth (TAY) Focal Population (ages 16-25)

a) A transition-age youth must have a serious emotional disturbance (SED) or a severe and persistent mental illness (SPMI) and meet one or more of the following criteria:

(1) Homeless or currently at risk of homelessness.

(2) Youth aging out of:

- (a) Child mental health system
- (b) Child welfare system
- (c) Juvenile justice system

(3) Youth leaving long-term institutional care:

- (a) Level 12-14 group homes
- (b) Community Treatment Facilities (CTF)
- (c) Institutes for Mental Disease (IMD)
- (d) State Hospitals
- (e) Probation camps

(4) Youth experiencing first psychotic break.

(5) Co-occurring substance abuse issues are assumed to cross-cut along the entire TAY focal population described above.

b) For transition-age youth, severe and persistent mental illness (SPMI) may include significant functional impairment in one or more major areas of functioning, (e.g., interpersonal relations, emotional, vocational, educational or self-care) for at least six (6) months due to a major mental illness. The individual's functioning is clearly below that which had been achieved before the onset of symptoms. If the disturbance begins in childhood or adolescence, however, there may be a failure to achieve the

level of functioning that would have been expected for the individual rather than deterioration in functioning.

1. Adult Focal Population (ages 26-59)

a) To be considered for enrollment, prospective FSP partners must have a current Axis I DSM-IV diagnosis of a major psychiatric disorder *and* demonstrate a need for an intensive FSP program by virtue of their history and current level of functioning. Prospective FSP partners must also meet *one or more* of the following criteria:

(1) Homeless – must have been homeless a total of 120 days during the last 12 months.

(2) Jail – must have been incarcerated on two (2) or more separate occasions that total at least 30 days during the last 12 months and must have a documented history of mental illness prior to incarceration.

(3) Acute/Long Term Psychiatric Facilities:

(a) Institutions of Mental Disease (IMD) – must have been admitted to an IMD for a minimum of 6 months during the last 12 months.

(b) State Hospital – must have been admitted to a State Hospital for a minimum of 6 months during the last 12 months.

(c) Psychiatric Emergency Services (PES) – must have at least 10 episodes of emergent care in the past 12 months.

(d) Urgent Care Center (UCC) – Consumer must have at least 10 episodes of urgent care in the past 12 months.

(e) County Hospital – must have been hospitalized two (2) or more times totaling at least 28 days of acute psychiatric hospitalizations in the past 12 months.

(f) Fee For Service Hospital (FFS) – must have been hospitalized two (2) or more times totaling at least 28 days of acute psychiatric hospitalizations in the past 12 months.

(4) Family Dependent – must have at least one (1) year living with family with minimal contact with the mental health system and would be at risk of institutionalization without the family's care.

2. Older Adult Focal Population (ages 60+)

a) To be considered for enrollment, prospective FSP partners must have a current Axis I DSM-IV diagnosis of a major psychiatric disorder *and* demonstrate a need for an intensive FSP program by virtue of their history and current level of functioning. A minimum of 30% of enrolled FSP consumers must also meet *one or more* of the following criteria:

(1) Homelessness – was homeless a total of 120 days during the last 12 months.

(2) Incarceration – was incarcerated on two (2) or more separate occasions that total at least 30 days during the last 12 months and

must have documented history of mental illness prior to incarceration.

(3) Hospitalizations – was hospitalized two (2) or more times totaling at least 28 days of acute psychiatric hospitalizations in the past 12 months.

b) Additional priority populations include:

(1) Imminent risk of homelessness, (e.g., at risk of eviction due to code violations), or;

(2) Risk of going to jail, (e.g., multiple interactions with law enforcement over 6 months or more), or;

(3) Imminent risk for placement in a Skilled Nursing Facility (SNF) or nursing home, or being released from SNF or nursing home, and without intensive services would not be able to be maintained/released into the community, or;

(4) Presence of a co-occurring disorder, (e.g., substance abuse, developmental, medical and/or cognitive disorder), or;

(5) Recurrent history or serious risk of abuse or self-neglect, including individuals who are typically isolated, (e.g., APS referred consumers), or;

(6) Serious risk of suicide (not imminent), or;

(7) Current consumers who are aging up in the system, (e.g., consumers who have suffered from severe mental disorders in earlier years who are now becoming senior citizens).

#### C. General System Development Focal Populations

1. A child/youth or transition-age youth who has a serious emotional disturbance (SED) or a severe and persistent mental illness (SPMI), and does not meet eligibility criteria for a FSP program

### **III. FUNDING TYPES**

MHSA Community Services and Supports (CSS) funding is divided into three categories: Full Service Partnership (FSP), General System Development (GSD), and Outreach and Engagement (OE). Time studies performed by service providers will be utilized to allocate funding. Allowable activities for each funding category are below.

#### A. FSP Funding (including flex funding)

1. Shall be used to provide a full spectrum of mental health services and community supports to partners (i.e., consumers enrolled in an FSP program) exclusively.

2. Flex funding will be used to support the partner for ‘whatever it takes’ to achieve optimal outcomes, and must be clearly linked to a goal/strategy in the care plan. The use of funds is not an entitlement.

##### a) Eligibility

- (1) Partners of all ages, ethnicities, cultures and conditions who are actively enrolled in an FSP program, and who have insufficient

funds to provide the materials and resources necessary to achieve their treatment goals are eligible to receive flex funding.

(2) Partners currently receiving government assistance and/or other income are only eligible to utilize flex funding after it has been clearly established that there are insufficient funds available for their housing, personal/community integration, vocational and other expenses.

(3) Flex funding is to be used for the consumer and not the family.

(4) Flex funds are a temporary support, not to be used for recurring expenses.

b) Uses

(1) Flex funding may be used to pay for housing, food, clothing, transportation, educational and vocational expenses.

(2) Flex funding may also pay for medical, dental, optical care, prescriptions, and laboratory tests when the partner or family member does not have insurance to pay for such care.

(3) Excluded purchases include: alcohol, tobacco, construction or rehabilitation of housing, buildings or offices, purchasing land or buildings, illegal substances and activities, sexually explicit materials, costs for staff to accompany consumers on outings (e.g., sporting events, concerts, amusement parks, etc.), incentives, covering Medi-Cal Share of Cost, prescription medication otherwise available through Indigent medication or prescription assistance programs, Service Extenders, or vehicles for programs.

(4) Every attempt should be made to purchase items as economically as possible.

(5) Items purchased with flex funds become the property of the consumer and the consumer **is not** obligated to return the property upon leaving the program.

(6) If an expense is determined to be ongoing, the program must develop a plan for consumer self-sufficiency related to the ongoing expense.

c) Reimbursement

(1) CONTRACTOR shall itemize expenses claimed on the Flexible Funding Expense Reimbursement Claim Form, hide the Protected Health Information (PHI) and submit to the COUNTY within the close of the month after the reported period.

(2) Failure to submit claims on a regular basis impedes the efficiency of the reimbursement process significantly. Claims that are not submitted in a timely manner each month may be subject to delays in review and payment.

(3) After the reimbursement claim for a month has been submitted, any additional expense claims for a month shall be submitted on a separate reimbursement claim form.

- (4) CONTRACTOR is required to archive all flex funding expenditure receipts for a period of at least six (6) years. There may be occasions when a copy of an archived receipt is requested.
- (5) CONTRACTOR shall report any reimbursement received on the Flexible Funding Expense Reimbursement Claim Form for the month in which the reimbursement occurred.

B. General Systems Development Funding

1. Shall be used to provide services for non-FSP consumers.
2. Use of flex funding is prohibited.

C. Outreach and Engagement Funding

1. Shall be used for activities that reach out to populations that are currently receiving little or no mental health services.

**IV. PROGRAM PERFORMANCE STANDARDS**

A. Active Caseload

1. It is recommended that a Personal Service Coordinator (PSC) will have an active FSP caseload of no more than 15 partners at any given time.

B. Service Goals

1. CONTRACTOR will strive to serve a 30-35 unduplicated FSP partners, provide GSD services to 130-150 unduplicated consumers, and provide outreach and engagement (OE) services to un/underserved populations as needed.
2. CONTRACTOR will participate in all community events as requested by Tulare County Mental Health.
3. CONTRACTOR will complete two community partnership building and educational activities per week, including community events.
4. CONTRACTOR will host three community outreach days per week based in natural community settings such as, Family Resource Centers, faith-based organizations, shelters, etc. on a regular schedule. During these days, the community educator will serve as a resource to community members as well as providing pre-assessments and referrals.
5. CONTRACTOR will provide a minimum of 51% of services, excluding groups and medication services, in the field in either the consumer's home or consumer's preferred natural community setting.

C. Service Provision

1. CONTRACTOR will render services in accordance with the Tulare County Mental Health Plan and MHSA CSS Plan requirements to adequately serve the priority populations.
2. Services will be delivered within the standards of care of the HHS Mental Health Services Branch and the State Department of Mental Health.
3. CONTRACTOR will employ the strategies and guidelines listed throughout this Scope of Work when delivering services through the Mobile Services Program.
4. CONTRACTOR will establish mechanisms of reasonable transportation assistance for consumers to successfully attend medication service appointments, group therapy, and services consumer may be linked with to achieve CWP goals

(i.e. Community Services Employment Training (CSET) Supported Employment program, Family Healthcare Network, Visalia Healthcare Center, etc.

D. Emergency and Crisis Procedures

1. CONTRACTOR will respond to emergency and urgent care situations as defined by California Code of Regulations (CCR) Title 9, Chapter 11.

2. CONTRACTOR will utilize an on-call system to ensure availability and responsiveness for urgent case management services. A trained clinical program staff person will be scheduled in advance for every day of the week for after-hours coverage. The on-call staff person will receive a stipend or on-call fee for each after-hours shift covered. The staff person will be required to carry the on-call cell phone and respond to those calls within the catchment area in a reasonable amount of time. After-hours crisis coverage will be provided by on-call personnel utilizing the on-call/call back system. CONTRACTOR will ensure that Full Service Partnership consumers will have access to 24/7 crisis coverage Pursuant to CCR, Title 9, Division 1, Chapter 14, Section 3620.

## **V. REPORTING STANDARDS**

- A. CONTRACTOR will enter all service information in The Tulare County HHSA Management Information System (AVATAR).
- B. CONTRACTOR will complete all reports for partners enrolled in a FSP program, in the Behavioral Health Information System (BHIS) to include: PAF, KET and 3M.
- C. CONTRACTOR will record demographic and service data as stipulated by COUNTY, including service location, for all consumers served, and submit a monthly QIC and narrative report to the COUNTY.
- D. CONTRACTOR's services should result in the improvement of eight negative outcomes associated with severe and persistent mental illness: suicide, incarceration, prolonged suffering, school failure or dropout, unemployment, hospitalization, homelessness and removal of children from their homes.
- E. CONTRACTOR will record, assess, and provide an annual outcomes report to the COUNTY no later than 60 days after the close of the fiscal year.
- F. Data entered in the AVATAR system, BHIS system, monthly demographic reports, and outcome reports will be used to measure CONTRACTOR's adherence to the standards set forth in this contract.
- G. CONTRACTOR shall submit a signed monthly invoice and payroll report within the close of the month after the reported period.
- H. CONTRACTOR shall request a budget modification, to include revision of both budget and budget narrative, for any line-item variance greater than 10% from the budget presented in Exhibit "A". Budget modification may be waived at COUNTY's discretion.
- I. CONTRACTOR shall itemize expenses claimed on the Flexible Funding Expense Reimbursement Claim Form, hide the Protected Health Information (PHI) and submit to the COUNTY within the close of the month after the reported period.
- J. Compliance reviews of CONTRACTOR's services will result in no more than 5% disallowance per year
- K. A suitable representative of CONTRACTOR shall attend the regularly scheduled meetings, training sessions, seminars, or other meetings as scheduled by the Director of Mental Health or his/her designee.

## **VI. LOCATION AND HOURS OF OPERATION**

- A. The locations of presentations and monthly schedule of the Community Educator will be determined by CONTRACTOR and reviewed by Tulare County Mental Health in order to maximize community education and consumer referrals to the Mobile Services program. Final monthly schedule will be provided to Tulare County Mental Health to be posted on the Agency website.
- B. CONTRACTOR is to offer Mobile services and community outreach in un/underserved areas of North Tulare County during times and at locations most accessible to the target population, with an emphasis to locate services with natural community settings such as consumer homes and/or Family Resource Centers.
- C. In the event where home visits are not preferred, CONTRACTOR will collaborate with entities at community locations to ensure that services can be provided using allocated space in natural community settings (e.g., family resource centers) with permission from the entity providing space.

- D. Group services shall be provided in a location easily accessible to the target population and in a natural community setting (e.g., family resource centers) with permission from the entity providing space.
- E. FSP services will be provided 24/7 (via after hours phone coverage).

## **VII. STAFFING**

### **A. Minimum Staffing Requirements**

1. CONTRACTOR agrees to provide the level of staffing for the Mobile Services Program needed to meet the activities described in this Scope of Work and as detailed in the corresponding Exhibit B-3 Budget Narrative.
2. Staffing shall be provided at least at the minimum licensing requirements as set forth in Title IX, Title XIX, Title XXII, and Medi-Cal regulations where applicable or at such higher levels as necessary for some programs. CONTRACTOR will provide services using a Team concept as described by the Assertive Community Treatment (ACT) model.
3. CONTRACTOR will ensure that staff providing clinical supervision meet community practice standards, codes of ethics as set forth by their professional designation, and standards and regulations of the Medical Board of California, California Board of Behavioral Sciences, California Board of Psychology, and the California Board of Vocational Nursing & Psychiatric Technicians.
4. CONTRACTOR will ensure that PSCs have access to the DCR system, are provided with a DCR user manual, and have received at least an hour of training on entering data into the DCR system.
5. CONTRACTOR will employ at minimum two part-time Peer Specialists to provide supportive services including, but not limited to: support groups, Wellness and Recovery Action Planning (WRAP), and life skills training. Peer Specialists will attend weekly supervision meetings, and will complete Applied Suicide Intervention Skills Training (ASIST), Mental Health First Aid (MHFA), and WRAP certification within 90 days of hire.
6. CONTRACTOR will hire Community Educator within 90 days of commencement of this contract. Community Educator will participate in community events, build relationships with community partners in rural areas, provide presentations and promote mental health services to various community organizations.
7. CONTRACTOR will hire culturally competent staff and require existing or newly hired staff to complete training on cultural competency as well as ASIST, MHFA, and WRAP within 90 days of hire or the commencement of this contract. CONTRACTOR will also enable staff to attend trainings on cultural competency performed by COUNTY and in coordination with the COUNTY's Cultural Competency Coordinator.

### **B. Additional Staffing Requirements**

1. In addition to the above staffing and licensing requirements, CONTRACTOR staff is expected to possess the following skills:
  - a) Knowledge of psychosocial rehabilitation principles; paraprofessional staff are expected to be trained and receive paraprofessional certification within the first six months of employment



- b) Understanding of traditional healing practices within the cultural context of the population served
- c) Capability of addressing the diverse consumers' levels of acculturation and biculturalism
- d) Capability of language, cultural competency, and knowledge of multicultural experience
- e) Knowledge of the local community resources available to consumers, and ability to coordinate services with local health care and mental health providers in the community
- f) Knowledge of family systems theory and practice
- g) Knowledge of mental health issues and issues unique to each of the age groups (youth, transitional age youth, adult, and older adult)
- h) Ability to conduct culturally proficient assessments including the identification of high-risk indicators unique to each of the age groups (children/youth, transitional age youth, adult, and older adult)

**VIII. COLLABORATION**

- A. CONTRACTOR will collaborate with the 211 program to update program services and contact information as often as needed.
- B. CONTRACTOR staff will provide mental health contact to partners placed at the Crossroads Transitional Housing program at least once per week at the Crossroads site, and meet weekly with Crossroads staff to address needs of shared partners to ensure services are provided collaboratively and not duplicated.

**IX. EQUIPMENT**

- A. CONTRACTOR shall utilize van to for outreach activities, community events, and for consumer transport to appointments, activities, and groups that will assist in their wellness and recovery plan.
- B. All vehicles purchased by the County under this or previous Agreements shall have title held by the CONTRACTOR. In the event of dissolution or upon termination of this Agreement, CONTRACTOR shall, within ten (10) days transfer title to the COUNTY.
- C. CONTRACTOR shall maintain all vehicles in good operating condition, and shall be responsible for all costs of maintenance and/or repair necessary to maintain the vehicles in good operating condition for the normal life of the vehicle. CONTRACTOR shall maintain self-insurance, which shall name COUNTY as additional insured, which shall be sufficient coverage to provide for the replacement value of any vehicle damage or loss due to fire, vandalism, theft or negligence.
- D. CONTRACTOR shall further arrange for adequate security measures to protect the vehicle from loss or damage due to theft or vandalism.
- E. CONTRACTOR shall ensure that all vehicles operated by CONTRACTOR comply with the following:
  - 1. Comply with Department of Transportation (DOT) requirements including rules regarding drug testing.
  - 2. Ensure that only licensed drivers operate the vehicles.
  - 3. Ensure that the vehicles are used only for Tulare County clients.

EXHIBIT A-1  
TULARE COUNTY MENTAL HEALTH PLAN,  
QUALITY MANAGEMENT STANDARDS

The Tulare County Alcohol, Drug and Mental Health Services Department is Tulare County's Medi-Cal Mental Health Plan (MHP) and has established standards for all organizational, individual, and group providers furnishing Specialty Mental Health Services. CONTRACTOR shall adhere to all current MHP policies and procedures (P&P's) in addition to the following standards. In the event of conflicting requirements, current P&P's will supersede the below standards. P&P's may be updated from time to time, and when an update occurs COUNTY shall notify CONTRACTOR and provide the revised P&P's. Copies of all current P&P's are available by contacting the Tulare County Mental Health Managed Care/QI division at (559) 624-8000.

1. Assessment

- A. Assessments shall be completed and/or updated in order to provide support for determinations of Medical Necessity for Specialty Mental Health Services (SMHS). Approvals or re-approvals for SMHS may not be based on any other criteria than Medical Necessity, as described by the California Code of Regulations (CCR) and as further described by Department of Health Care Services and Tulare County policy and procedure.
- B. Initial Assessment: Contractor shall complete an initial assessment to establish medical necessity for all consumers requesting specialty mental health services within fourteen (14) days for adults, and twenty-one (21) calendar days for minors from the consumer's initial visit. The Assessment must be completed in the format designated by the MHP and must be completed and signed by a Licensed Practitioner of the Healing Arts (LPHA).
- C. Assessment Update: As clinically indicated, with best practice being at least annually and/or when clinically significant changes occur in the client's status/condition (e.g. diagnosis change, medical necessity changes), a re-assessment of key indicators of the client's condition will be performed and documented within the chart. Particularly, reassessment will gather information the required to determine if the clinical symptoms, behaviors, and impairments necessary to support medical necessity for Specialty Mental Health Services are present or not.
- D. Content of Assessments shall address the following minimum items and may include additional items described in Tulare County policy and procedure:
  - 1. In order to provide enough information to support a conferred diagnosis and medical necessity determination, providers must at least address the following areas:
    - a) Presenting Problem
    - b) Relevant conditions and psychosocial factors affecting the beneficiary's physical health
    - c) Mental Health History
    - d) Medical History
    - e) Medications
    - f) Substance Exposure/Substance Use
    - g) Client Strengths
    - h) Risks, including trauma

- i) Mental Status Exam
    - j) Complete Diagnosis, determined by an LPHA within their respective scope of practice
  2. An Assessment shall also include a case formulation section clearly describing support for a given diagnosis and medical necessity determination.
2. Plan of Care
  - A. Consumer Wellness Plan (CWP): The plan of care shall be completed by the Contractor within thirty (30) days from the first date of current admission.
  - B. Frequency: The CWP shall be completed by the 30th day in all cases in which services will exceed 30 days. At minimum, the CWP must be updated annually from the date the LPHA signs the prior CWP. CWPs may also be updated whenever clinically indicated but may never be authorized for longer than one (1) year from the date of the LPHA signature on the prior CWP.
  - C. Content of CWPs shall include the following minimum items and may include additional items described in Tulare County policy and procedure:
    1. A description of the impairment(s)/risk/developmental milestones not being met that will be the focus of treatment and the symptoms/behaviors of the included diagnosis causing the impairment(s)/risk/developmental milestones not being met.
      - a) Consumer plans must be consistent with the primary included diagnosis and resulting impairment(s)/risk/developmental milestones that were identified on the most recent Assessment.
    2. Specific, observable or quantifiable goals and objectives.
    3. Proposed type(s) of intervention to address the functional impairment(s)/reasonable risk of significant deterioration in current functioning/failure to achieve developmental milestones as identified in the Assessment. Interventions should include description of both the particular service (e.g. ICC, Individual Therapy) and the specific intervention actions pertaining to the service (e.g. motivational interviewing, CBT, referral/linkage to AOD treatment).
    4. Proposed duration and frequency of intervention(s).
    5. Documentation of the consumer's participation in and agreement with the plan. This includes consumer signature and/or legal representative on the plan and description of the consumer's participation in constructing the plan and agreement with the plan in progress notes.
  - D. Signature (or electronic equivalent) by a LPHA (the LPHA must be a physician for Medicare or MED-Only consumers) and the consumer and/or consumer's legal representative.
  - E. Contractor will offer a copy of the consumer plan to the consumer and will document such on the consumer plan.
3. Progress Notes and Billing Records. Services must meet the following criteria, as specified in the MHP's Agreement with the California Department of Health Care Services.
  - A. All service entries will include the date and time the services were provided.
  - B. The consumer record will contain timely documentation of care. Services delivered will be recorded in the consumer record as expeditiously as possible, but no later than the timeliness time frame delineated by Tulare County Mental Health policy and procedure.
  - C. Contractor will document consumer encounters, and relevant aspects of consumer care, including relevant clinical decisions and interventions, in the consumer record.

- D. All entries will include the exact number of minutes of service provided and the type of service, the reason for the service as related to how the service addressed the impairment/risk/developmental milestone identified in the Assessment and the CWP, the corresponding consumer plan goal, the clinical intervention provided, the signature of the person providing the service (or electronic equivalent) that includes the person's professional degree, licensure or job title..
  - E. The record must be legible.
  - F. The consumer record will document referrals to community resources and other agencies, when appropriate.
  - G. The consumer record will document follow-up care or, as appropriate, a discharge summary.
  - H. Timeliness/Frequency of Progress Notes
    - 1. Shall be prepared for every service contact including:
      - a) Mental Health Services (Assessment, Plan Development, Collateral, Individual/Group/Family Therapy, Individual/Group/Family Rehabilitation);
      - b) Medication Support Services;
      - c) Crisis Intervention;
      - d) Case Management/Targeted Case Management (billable or non-billable).
    - 2. Shall be daily for:
      - a) Crisis Residential;
      - b) Crisis Stabilization (1x/23hr);
      - c) Day Treatment Intensive.
    - 3. Shall be weekly for:
      - a) Day Treatment Intensive for Clinical Summary;
      - b) Day Rehabilitation;
      - c) Adult Residential.
    - 4. On each shift for other services such as Acute Psychiatric Inpatient.
4. Additional Requirements
- A. Contractor shall display the Medi-Cal Guide to Mental Health Services Brochures in English and Spanish, or alternate format in their offices. In addition, Contractors shall post grievance and appeal process notices in a visible location in their waiting rooms along with copies of English and Spanish grievance and appeal forms with MHP self-addressed envelopes to be used to send grievances or appeals to the Problem Resolution Coordinator and the Quality Improvement/Managed Care Department.
  - B. Contractor shall be knowledgeable of and adhere to MHP policies on Beneficiary Rights as outlined in the Guide to Mental Health Services and the Beneficiary Problem Resolution policy and procedure.
    - a. This includes the issuance of Notice of Adverse Benefit Determination(s) according to frequencies described in the Notice of Adverse Benefit Determination policy and procedure.

- C. Contractor shall ensure that direct service staff, attend cultural competency trainings as offered by the County.
- D. Contractor shall establish a process by which Spanish speaking staff that provide direct services in Spanish or interpretive services are tested for proficiency in speaking, reading, and writing Spanish language.
- E. Contractor shall provide timely access to care and service delivery in the following areas as required by the State MHP standards:
  - 1. Where applicable, 24 hours per day, 7 days per week access to “urgent” services (within 48 hours of request or determination of necessity) and “emergency” services (same day);
  - 2. Access to routine mental health services (1st appointment within 10 business days of initial request. When not feasible, Contractor shall give the beneficiary the option to re-contact the Access team and request another provider who may be able to serve the beneficiary within the 10 business day standard);
  - 3. Access to routine psychiatric (first appointment within 15 business days of initial request).
  - 4. The MHP Quality Assurance/Utilization Management team of Tulare County monitors clinical documentation and timeliness of service delivery.
  - 5. The MHP shall monitor the performance of its contractors and network providers on an ongoing basis for compliance with the terms of the MHP contract and shall subject the contractors’ performance to periodic formal review.
  - 6. If the MHP identifies deficiencies or areas of improvement, the MHP and the contractor shall take corrective action.
- F. Contractor shall not create, support or otherwise sanction any policies or procedures that discriminate against Medi-Cal beneficiaries. Contractor shall offer hours of operation that are no less than the hours of operation offered to commercial beneficiaries or, in the alternative, Contractor shall offer hours of operation that are comparable to those hours offered to Medicaid fee-for-service consumers, if the provider serves only Medicaid beneficiaries.
- G. If the State, CMS, or the HHS Inspector General (Office of Inspector General) determines that there is a reasonable possibility of fraud or similar risk, the State, CMS, or the HHS Inspector General may inspect, evaluate and audit the subcontractor at any time.
- H. The right to audit will exist through 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later. Notwithstanding Paragraph 29, Order of Precedence, of the General Terms and Conditions (GTC) relevant to this agreement, the 10-year records retention period shall apply to all MHP agreements. This requirement supersedes the 5-year retention period in Paragraph 9 in the GTC.

Reference: Service and Documentation Standards of the State of California, Department of Health Care Services.

## **EXHIBIT A-2**

### **TRANSLATION SERVICES**

CONTRACTOR agrees to provide translation services such as, but not limited to, interpreting and sign language to consumers for the provision of services under this Agreement at CONTRACTOR'S sole cost.

Services provided may include:

- AT&T Language Line
- American Sign Language Translation Services, including TTY/TDD California Relay Services
- Orchid Interpreting
- Other interpreting services as deemed necessary to provide the consumer with linguistically and culturally appropriate services

CONTRACTOR will not be allowed to use COUNTY'S language and translation services' providers' accounts. Separate accounts will need to be arranged at CONTRACTOR'S discretion.

If COUNTY at any given time receives charges for CONTRACTOR'S language and translation services, CONTRACTOR will receive an invoice for such charge(s).

## Exhibit B

### **Compensation Fiscal Year 2019-2020**

#### **1. COMPENSATION for MEDI-CAL REIMBURSEMENT**

- a. COUNTY agrees to compensate CONTRACTOR for allowed cost incurred as detailed in the Scope of Work (SOW), subject to any maximums and annual cost report reconciliation.
- b. The maximum contract amount shall not exceed eight hundred fifty thousand dollars (\$850,000.00) per year, and shall consist of County, State, and Federal funds as shown in **Exhibit B**. Notwithstanding any other provision of this Agreement, in no event shall COUNTY pay CONTRACTOR more than this Maximum Contract Amount for CONTRACTOR's performance hereunder without a properly executed amendment. Notwithstanding any other provisions of this Agreement, in no event may CONTRACTOR request a rate that exceeds the County Maximum Allowance (CMA) or request a rate that exceeds CONTRACTOR'S published charge(s) to the general public except if the CONTRACTOR is a Nominal Charge Provider.
- c. If the CONTRACTOR is going to exceed the Maximum contract amount due to additional expenses or services, it is the responsibility of the CONTRACTOR to request the amendment and provide all supporting documentation that substantiates the increase. No amendments can be requested after April 1, 2019.
- d. CONTRACTOR agrees to comply with Medi-Cal requirements and be approved to provide Medi-Cal services based on Medi-Cal site certification.
- e. CONTRACTOR shall be responsible for verifying the Consumer's Medi-Cal eligibility status and will take steps to reactivate or establish eligibility where none exists.
- f. CONTRACTOR shall certify that all Units of Service (UOS) entered/submitted by CONTRACTOR into AVATAR for any payor sources covered by this Agreement are true and accurate to the best of the CONTRACTOR'S knowledge.
- g. CONTRACTOR shall use funds provided by COUNTY exclusively for the purposes of performing the services described in the SOW of this Agreement.
- h. CONTRACTOR shall permit authorized COUNTY, State and/or Federal agencies, through any authorized representative, the right to inspect or otherwise evaluate the work performed hereunder including subcontract support activities and the premises, which it is being performed. The CONTRACTOR shall provide all reasonable assistance for the safety and convenience of the authorized representative in the performance of their duties. All inspections and evaluations shall be made in a manner that will not unduly delay the work.
- i. In the event the state or federal government denies any or all claims submitted by COUNTY on behalf of the CONTRACTOR, COUNTY will not be responsible for any payment obligation and, accordingly, CONTRACTOR shall not seek payment from COUNTY and shall indemnify and hold harmless COUNTY from any and all liabilities for payment of any or all denied claims, including those claims that were submitted outside the period of time specified in this Agreement.

#### **2. ACCOUNTING FOR REVENUES**

CONTRACTOR shall comply with all County, State, and Federal requirements and procedures, as described in Welfare Institutions Code Sections 5709, 5710 and 14710, relating to: (1) the determination and collection of patient/client fees for services hereunder based on Uniform

## Exhibit B

Method for Determining Ability to Pay (UMDAP) (2) the eligibility of patients/clients for Medi-Cal , Medicare, private insurance, or other third party revenue, and (3) the collection, reporting, and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. Grants, and other revenue, interest and return resulting from services/activities and/or funds paid by COUNTY to CONTRACTOR shall also be accounted for in the Operating Budget.

CONTRACTOR shall maintain internal financial controls, which adequately ensure proper billing and collection procedures. CONTRACTOR shall pursue payment from all potential sources in sequential order, with Medi-Cal as payor of last resort. All fees paid by or on behalf of the consumer receiving services under this Agreement shall be utilized by CONTRACTOR only for the delivery of mental health service units as specified in this Agreement.

### **3. INVOICING**

- a. CONTRACTOR shall submit monthly invoices to Tulare County Mental Health Department, Managed Care, 5957 S. Mooney Blvd, Visalia, Ca 93277, no later than fifteen (15) days after the end of the month in which those expenditures were incurred. The invoice must be supported by a system generated report that validates services indicated on the invoice.
- b. Invoices shall be in the format approved by the Tulare County Health & Human Services Agency. All payments made under this Agreement shall be made within thirty (30) days of submission of all required documentation and in accordance with the COUNTY'S payment cycle.
- c. 10 month billing limit: Unless otherwise determined by State or Federal regulations (e.g. medical cross-over) all original (or initial) claims for eligible individual persons under this Agreement must be received by COUNTY within ten (10) months from the month of service to avoid denial for late billing.
- d. The COUNTY will withhold the final month's payment under this Agreement until such time that CONTRACTOR submits its complete Annual Cost Report.

### **4. COST REPORT:**

- a. Within forty-five (45) days after the close of the fiscal year covered by this Agreement, CONTRACTOR shall provide COUNTY with an accurate and complete Annual Cost Report with a statement of expenses and revenue for the prior fiscal year. The Annual Cost Report shall be prepared by CONTRACTOR in accordance with all applicable Federal, State, and County requirements and generally accepted accounting principles. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice. All revenues received by CONTRACTOR shall be reported in its Annual Cost Report, and shall be used to offset gross cost. CONTRACTOR shall maintain source documentation to support the claimed costs, revenues, and allocations, which shall be available at any time to Designee upon reasonable notice.
- b. The Cost Report shall be the final financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR. CONTRACTOR shall document that costs are reasonable, allowable, and directly or indirectly related to the services to be provided hereunder.



## Exhibit B

- c. The COUNTY will withhold the final month's payment under this Agreement until such time that CONTRACTOR submits its complete Annual Cost Report.

### **5. RECONCILIATION AND SETTLEMENT:**

- a. COUNTY will reconcile the Annual Cost Report and settlement based on the lower of cost or County Maximum Allowance (CMA). Upon initiation and instruction by the State, COUNTY will perform the Short-Doyle/Medi-Cal Reconciliation with CONTRACTOR.
- b. COUNTY will perform settlement upon receipt of State Reconciliation Settlement to the COUNTY. Such reconciliation and settlement will be subject to the terms and conditions of this Agreement and any other applicable State and/or federal statutes, regulations, policies, procedures and/or other requirements pertaining to cost reporting and settlements for Title XIX Short-Doyle/Medi-Cal.

### **6. REPAYMENT OR REIMBURSEMENT TO STATE OR OTHERS:**

- a. CONTRACTOR agrees that any repayment or reimbursement that must be made by COUNTY to the State of California or others as a result of an audit or conduct by CONTRACTOR, its agents, officers or employees of the programs or services provided under this Agreement shall be paid by CONTRACTOR, out of its own funds, within thirty (30) days after the parties are notified that repayment or reimbursement is due. For purposes of this provision, it is agreed that offsets made by the state are included within the phrase "repayment or reimbursement."
- b. It is understood that if the State Department of Health Care Services disallows Medi-Cal claims, CONTRACTOR shall reimburse COUNTY for any and all State and Federal Medi-Cal funds for those disallowed claims, regardless of the fiscal year of the disallowance within sixty (60) days of the State disallowing claims.

### **7. EXCEPTIONS REGARDING REPAYMENT OR REIMBURSEMENT:**

The reimbursement provisions set forth above will not be applicable if any actions or direction by COUNTY with regard to the program is the principle reason for repayment or reimbursement being required. The reimbursement provisions shall also not be applicable if COUNTY fails to give timely notice of any appeal, which results in the termination or barring of any appeal and thereby causes prejudice to CONTRACTOR. COUNTY shall have no obligation to appeal or financially undertake the cost of any appeal, but it shall be able to participate in every stage of any appeal if it desires to do so. Any action or failure to act by CONTRACTOR or its officers, employees, and subcontractors, past or present, including a failure to make a diligent effort to resolve an audit exception with the State, which has resulted in a required repayment or reimbursement to the State or to others, shall be paid by CONTRACTOR in accordance with this Exhibit.

**Exhibit B-1  
Budget & Budget Narrative  
Fiscal Year 2019/2020**

**Contractor: Turning Point of Central California, Inc.  
Program: North County Mobile Unit**

	No. of FTE's	Q 1	Q 2	Q 3	Q 4	Annual
<b>PERSONNEL (staff)</b>						
Administrative Staff						
Clinical Staff						
Program Director	0.33	\$ 7,125.50	\$ 7,125.50	\$ 7,125.50	\$ 7,125.50	\$ 28,502.00
Program Clinical Supervisor	0.33	\$ 7,172.50	\$ 7,172.50	\$ 7,172.50	\$ 7,172.50	\$ 28,690.00
Unlicensed Staff	1.40	\$ 18,723.25	\$ 18,723.25	\$ 18,723.25	\$ 18,723.25	\$ 74,893.00
Family/Personal Service						
Coordinators	3.00	\$ 26,975.25	\$ 26,975.25	\$ 26,975.25	\$ 26,975.25	\$ 107,901.00
Peer Counselors	1.00	\$ 5,940.25	\$ 5,940.25	\$ 5,940.25	\$ 5,940.25	\$ 23,761.00
Other Clinician/Nurse	1.00	\$ 11,998.75	\$ 11,998.75	\$ 11,998.75	\$ 11,998.75	\$ 47,995.00
Support Staff						
Community Educator	0.80	\$ 5,812.50	\$ 5,812.50	\$ 5,812.50	\$ 5,812.50	\$ 23,250.00
Records Technician	0.33	\$ 3,366.50	\$ 3,366.50	\$ 3,366.50	\$ 3,366.50	\$ 13,466.00
Benefits ( 40.26%)		\$ 35,074.25	\$ 35,074.25	\$ 35,074.25	\$ 35,074.25	\$ 140,297.00
<b>PERSONNEL TOTAL</b>	<b>8.19</b>	<b>\$ 122,188.75</b>	<b>\$ 122,188.75</b>	<b>\$ 122,188.75</b>	<b>\$ 122,188.75</b>	<b>\$ 488,755.00</b>
<b>OPERATING EXPENSES</b>						
Transit						
Gas		\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance		\$ -	\$ -	\$ -	\$ -	\$ -
Repairs		\$ -	\$ -	\$ -	\$ -	\$ -
Insurance		\$ -	\$ -	\$ -	\$ -	\$ -
Staff Supports (direct services)						
Mileage (staff vehicle use)		\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 15,000.00
Cars (lease/owned & gas)		\$ 3,187.50	\$ 3,187.50	\$ 3,187.50	\$ 3,187.50	\$ 12,750.00
Vehicle Maintenance		\$ 937.50	\$ 937.50	\$ 937.50	\$ 937.50	\$ 3,750.00
Car insurance		\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 5,600.00
Cell phones & plan fees		\$ -	\$ -	\$ -	\$ -	\$ -
General Office Expense						
Office / Rent		\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 22,000.00
Computers, software, supplies		\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 5,000.00
Copier, fax, printer expenses		\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 4,000.00
Postage		\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 100.00
Janitorial/Housekeeping		\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 3,000.00
Phone / comm. (land lines)		\$ 2,337.50	\$ 2,337.50	\$ 2,337.50	\$ 2,337.50	\$ 9,350.00
Utilities / Maintenance		\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 5,000.00
Office/Admin supplies		\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 10,000.00
Program Supplies		\$ 3,307.50	\$ 3,307.50	\$ 3,307.50	\$ 3,307.50	\$ 13,230.00
Fees/Insurance		\$ 312.50	\$ 312.50	\$ 312.50	\$ 312.50	\$ 1,250.00
Flex Funding						
Medical / Medications		\$ 1,575.00	\$ 1,575.00	\$ 1,575.00	\$ 1,575.00	\$ 6,300.00
<b>TOTAL OPERATING EXPENSES</b>		<b>\$ 29,082.50</b>	<b>\$ 29,082.50</b>	<b>\$ 29,082.50</b>	<b>\$ 29,082.50</b>	<b>\$ 116,330.00</b>

**Exhibit B-1  
Budget & Budget Narrative  
Fiscal Year 2019/2020**

**Contractor: Turning Point of Central California, Inc.  
Program: North County Mobile Unit**

	No. of FTE's	Q 1	Q 2	Q 3	Q 4	Annual
<b>OTHER OPERATING EXPENSES</b>						
<b>Prof Services (contracted services)</b>						
AOD Treatment	\$	-	\$ -	\$ -	\$ -	\$ -
Healthcare Providers	\$	-	\$ -	\$ -	\$ -	\$ -
Psychology Support-PRN	\$	-	\$ -	\$ -	\$ -	\$ -
Psychiatry Support	\$	4,750.00	\$ 4,750.00	\$ 4,750.00	\$ 4,750.00	\$ 19,000.00
<b>Training &amp; Conferences</b>						
Course Expense / Fees	\$	87.50	\$ 87.50	\$ 87.50	\$ 87.50	\$ 350.00
Travel Expenses	\$	-	\$ -	\$ -	\$ -	\$ -
Per Diem	\$	50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 200.00
Staff Meetings	\$	500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 2,000.00
<b>Program Oversight and Evaluation</b>						
Audit expense	\$	150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 600.00
Corporate Allocation	\$	25,015.00	\$ 25,015.00	\$ 25,015.00	\$ 25,015.00	\$ 100,060.00
Indirect Expense (15%)	\$	-	\$ -	\$ -	\$ -	\$ -
<b>Wellness Recovery Activities</b>						
Community Building Activities	\$	237.50	\$ 237.50	\$ 237.50	\$ 237.50	\$ 950.00
Group Supplies	\$	-	\$ -	\$ -	\$ -	\$ -
Computers/Printing	\$	-	\$ -	\$ -	\$ -	\$ -
WRAP Materials	\$	-	\$ -	\$ -	\$ -	\$ -
<b>FSP Flex Funding</b>						
Housing & Utilities	\$	7,856.25	\$ 7,856.25	\$ 7,856.25	\$ 7,856.25	\$ 31,425.00
Apartment Maintenance & Repair	\$	-	\$ -	\$ -	\$ -	\$ -
Education / Jobs training	\$	250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 1,000.00
Clothing / Food	\$	500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 2,000.00
Client Transportation	\$	750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 3,000.00
Other Expenses						
<b>GSD Support</b>						
Psychiatry	\$	16,625.00	\$ 16,625.00	\$ 16,625.00	\$ 16,625.00	\$ 66,500.00
Equipment lease,maintenance	\$	-	\$ -	\$ -	\$ -	\$ -
Satellite/Line Fees	\$	-	\$ -	\$ -	\$ -	\$ -
Translation Service	\$	-	\$ -	\$ -	\$ -	\$ -
Medical/Medications	\$	2,812.50	\$ 2,812.50	\$ 2,812.50	\$ 2,812.50	\$ 11,250.00
<b>Outreach &amp; Engagement</b>						
Food, clothing, supplies	\$	1,645.00	\$ 1,645.00	\$ 1,645.00	\$ 1,645.00	\$ 6,580.00
<b>TOTAL OTHER OPERATING EXPENSES</b>		<b>\$ 61,228.75</b>	<b>\$ 61,228.75</b>	<b>\$ 61,228.75</b>	<b>\$ 61,228.75</b>	<b>\$ 244,915.00</b>
<b>TOTAL EXPENSES</b>		<b>\$ 212,500.00</b>	<b>\$ 212,500.00</b>	<b>\$ 212,500.00</b>	<b>\$ 212,500.00</b>	<b>\$ 850,000.00</b>

**Exhibit B-2  
Budget Narrative  
Fiscal Year 2019/2020**

**Contractor: Turning Point of Central California, Inc.  
Program: Mobile Unit – North Tulare County Program**

**Personnel Expenses:**

Personnel / Salaries: Staff will provide direct services as well as provide for the administrative, management, and ancillary support services needed to serve the program. Staff will be available for on-call and call back intervention services 24 hours per day, seven days per week and costs for this feature are budgeted based on our experience. Nurse / Psych Tech will administer medications. Billing clerk / Records Technicians provide administrative support. Personal Service Coordinators will provide to partners case management services. Mental Health professionals are licensed or waived and will provide clinical oversight and direct services. The Program Director manages the program. Information for the FTE's are on each of the budgets submitted.

\$348,458.00

Payroll Taxes: This is based on what is required by law for our employees.

- FICA
- SUI

Employee Benefits: Federal Income Taxes and State Unemployment Insurance are calculated based on governmentally established formulas. Worker's Compensation Insurance is provided by private underwriting and is based on Turning Point's experience modification to standard job class rates for the types of employees at the program. Retirement Costs are based on a percentage of payroll that varies with the longevity of employment services of the current employee's service of the current employees. Health and Dental Insurance costs are based on projections of premiums to be paid for the current employees and new staffing pattern.

- Workers Comp.
- Retirement
- Health & Life Insurance
- Dental Insurance

Payroll Taxes and Employee Benefits, combined: approx. 38.99%

\$140,297.00

**Total Personnel Expenses, \$488,755.00**

**Operating Expenses**

**Staff Supports:**

- Staff Mileage: This account will be used for the reimbursement of Agency staff for the use of personal vehicles used in performance of Agency business at the current IRS rate.
- Cars (lease/owned and gas): This will be used for gas, oil and tires for the vehicles.

- Vehicle Maintenance: This will be for any repairs that are needed for the agency owned/lease vehicles.  
\$37,100.00

**General Office Expense:**

- Office/Rent: This account will be charged for the monthly rents paid for the lease/rent of buildings from entities other than Turning Point Foundation.
- Computers, software, supplies: This account will be used for computers that are needed for additional staff, software and supplies that apply to using computers.
- Copier, fax, printer expenses: This account will be used for copier rents, copier paper, flyers, newsletters and other expenses associated with this account.
- Postage: This is being used for cost of delivery of printed materials including delivery by the U.S. Post Office, U.P.S., or other courier services.
- Communications: Communications includes landlines, cell phone, and internet connection. DSL (Digital Subscriber line) is used assist with access for internet connection.
- Utilities/Maintenance: This account will be used for Gas, Electric, Water, Sewer, Security, Janitorial and Maintenance to the building that is required.
- Office and Admin Supplies: This is for the purchase of consumable items normally used in an office setting. Such items include but are not limited to, paper clips, paper, pens and pencils, staples & staplers, computer supplies, and other items normally used in an office setting. Other Admin Supplies are items such as dues and subscriptions, photo copying, and other items related to the office needs.
- Program Supplies-Other: This will be used for the purchase of consumable items normally used by clients or to directly benefit clients in the performance of program objectives. Such items include but are not limited to video tapes, preprinted casework forms, research material and other items that are specifically designed and used to accomplish program goals.
- Insurance: Liability insurance is calculated by our broker, and then spilt into 12 months.  
\$72,930.00

**FSP Flex Funding:**

- Medical: This line item is for medications that are purchased when the partner can't pay for them when there are no other funding sources available. This is also used for required labs and occasionally health appointments that are needed.  
\$6,300.00

**Total Operating Expenses, \$116,330.00**

**Other Operating Expenses:**

**Prof Services (contracted services):**

- Psychiatry: This line item will be used for the contract Psychiatrist that oversees the client's medication needs for the Full Service Partnership. We estimate that the Psychiatrist will see FSP clients approximately 2 hours a week.  
\$19,000.00

**Training & Conferences:**

- Course Expense/Fees: These are some of the past trainings that our staff have attended and might attend this year as well: NAMI Annual Conference, CMACHY, CiMH Cultural Competency & Mental Health, CiMH Integrated Services Conference, NASW CA, Cross County Educators Art Therapy for Grief and Loss, Tulare County Office of Education Health Education.
- Per Diem: We anticipate that some staff will be attending trainings, workshops or seminars that relate to the MHSA programs and this line item will cover the costs associated with attending for overnight trainings for lodging and meals.
- Staff Meetings: This account should be charged for the costs necessary to conduct meetings involving Agency employees.  
\$2,550.00

**Program Oversight and Evaluation:**

- Audit expense: This account will be charged for the cost of audit expenses related to Agency business.
- Indirect Expense: Administrative Support represents the proportional allocated cost of Turning Point's central administrative unit which provides accounting, management, human resources, information technology and other shared costs. Region support reflects the cost of Regional Management staff which oversees the program and includes Medi-Cal billing oversight, quality assurance and utilization review functions.
- \$100,660.00

**Wellness Recovery Activities:**

- Community Building Activities: This will include our client activities that we do with our clients.  
\$950.00

**FSP Flex Funding:**

- Client Housing & Utilities: We will be using this line item for Full Service Partnership clients that will need housing that aren't available by any other funding sources.
- Client Education/Jobs training: This account should be charged for the cost of educational materials distributed to FSP clients.
- Client Clothing / Food: This account should be charged for the cost of supplying clients with necessary personal items (i.e., toiletries, clothing, writing supplies), not directly related to the program function.
- Client Transportation: This account should be charged for costs necessary for transportation of clients to and from Agency authorized events.  
\$37,425.00

**GSD Support:**

- GSD Support Psychiatry: This line item will be used for the contract Psychiatrist that oversees the client's medication needs for the General Systems Development clients. We estimate that the Psychiatrist will see GSD clients approximately 7 hours a week.
- GSD Medical/Medications: This line item is for medications that are purchased when the partner can't pay for them when there are no other funding sources available. This is also used for required labs and occasionally health appointments that are needed.  
\$77,750.00

**Outreach & Engagement:**

- Food, clothing and supplies: This line item will be used for a small amount of clients that will fall under the O&E and is used for short term/emergency based items.  
\$6,580.00

**Total Other Operating Expenses, \$244,915.00**

**TOTAL EXPENSES:**

**\$850,000.00**

**EXHIBIT B-3**  
**Electronic Health Records Software Charges**  
**Fiscal Year 2019 - 2020**

TURNING POINT OF CENTRAL CALIFORNIA, INC.

CONTRACTOR understands that COUNTY utilizes Netsmart's Avatar for its Electronic Health Records management. CONTRACTOR agrees to reimburse COUNTY for all user license fees for accessing Netsmart's Avatar, as set forth below:

One time per user license fee	\$800.00
Yearly hosting fee per user	\$480.00
OrderConnect Medication Management Prescriber yearly per user fee	\$889.95
Non-Prescriber yearly per user fee	\$165.36
EPCS Token per user	\$75.00
EPCS Subscription per user	\$96.00
Yearly Maintenance fee per user	\$221.12
Personal Health Record yearly per user	\$71.85
M*Modal Speech Recognition yearly per user	\$812.40
CareConnect Direct Secure Messaging yearly per user	\$60.00

Yearly maintenance fee per user: Amount determined based on formula listed below:

Formula:  $[\text{Total Maintenance Amount} \div \text{Total Number of Users}]$

Should CONTRACTOR decide not to utilize Netsmart's Avatar for its Electronic Health Records management, CONTRACTOR will be responsible for negotiating to opt out the following contract period. The CONTRACTOR will be responsible for obtaining its own system for Electronic Health Records management. CONTRACTOR shall be responsible for administrative costs incurred by the County as a result of Contractor's disassociation with County's Electronic Health Record System. Administrative costs will be calculated based on the costs to add an additional staff position in the Mental Health Department as a result of the service provided under this Agreement and/or if user licenses are purchased so the contractor will have the minimal functionality to the EHR system for consumer setup and billing purposes. The administrative billing would be performed on a monthly basis by invoice to the contractor.



**EXHIBIT B-4  
TULARE COUNTY MHSA  
Fiscal Year xxxx Invoice**

<b>Invoice Date:</b>	
<b>Month costs incurred:</b>	
<b>Provider Name:</b>	
<b>Mailing Address:</b>	
<b>Contact Person:</b>	
<b>Phone Number:</b>	
<b>Program:</b>	
<b>Agreement Number:</b>	
<b>Provider Number:</b>	
<b>Make Checks Payable To:</b>	

**Expenditures**

	<b>Current Month Program Expenditure</b>	<b>YTD Program Expenditure</b>	<b>Annual Budget</b>	<b>Remaining Budget</b>
<b>PERSONNEL (staff)</b>				
				0.00
				0.00
<b>Total Personnel</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>OPERATING EXPENSES</b>				
				0.00
				0.00
				0.00
				0.00
<b>Total Operating Expenses</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>OTHER OPERATING EXPENSES</b>				
				0.00
				0.00
				0.00
<b>Total Other Operating Expenses</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Expenses</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**Authorized Signature:**

**COUNTY USE ONLY  
CHARGE TO:**

<b>Program/Division</b>	

**MHSA Approval:**

**County Approval:**

## Exhibit C

### **PROFESSIONAL SERVICES CONTRACTS** **INSURANCE REQUIREMENTS**

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

#### A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. 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. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to the CONTRACTOR's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

#### B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
  - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the CONTRACTOR including material, parts, or equipment furnished in connection with such work or operations.*
  - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
  - c. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the county by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the COUNTY Risk Manager for approval.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

WAIVERS:

I represent and attest that I am a person authorized to make representations on behalf of the CONTRACTOR, and represent the following:

(mark X if applicable)

Automobile Exemption: I certify that \_\_\_\_\_ does not own nor use vehicles in the performance of the agreement for which this insurance requirement is attached.

Workers' Compensation Exemption: I certify that \_\_\_\_\_ is not required to carry workers' compensation coverage or has filed an exemption with the State of California as required by law.

I acknowledge and represent that we have met the insurance requirements listed above.

Print Name Raymond R. Banks, Chief Executive Officer Date: 2/15/19

Contractor Name Turning Point of Central California, Inc.

Signature 