

**FIRST AMENDMENT TO
TULARE COUNTY AGREEMENT NO. 29220**

THIS FIRST AMENDMENT (“Amendment”) to Tulare County Agreement Number 29220 (the “Agreement”) is entered into by and between the **COUNTY OF TULARE** (“COUNTY”) and **TURNING POINT OF CENTRAL CALIFORNIA, INC.** (“CONTRACTOR”) as of July 1, 2019, with reference to the following:

- A. The COUNTY and CONTRACTOR entered into the Agreement on June 18, 2019, for the purpose of providing Mental Health Program services;
- B. COUNTY and CONTRACTOR now wish to amend the Agreement in order to modify Exhibit B Compensation and to provide matching funds to the County for cost in excess of \$14,400,000.00.

ACCORDINGLY, COUNTY and CONTRACTOR agree as follows:

1. Exhibit B is hereby replaced and superseded by the attached Exhibit B.
2. This First Amendment becomes effective as of July 1, 2019.
3. Except as provided above, all other terms and conditions of the Agreement shall remain in full force and effect.

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[FIRST] AMENDMENT TO
TULARE COUNTY AGREEMENT NO. _____

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

TURNING POINT OF CENTRAL CALIFORNIA , INC.

Date 6/16/2020

By *Raymond R. Banks*

Print Name Raymond R. Banks

Title Chief Executive Officer

Date 6/16/2020

By *Bruce Tyler*

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: MICHAEL C SPATA
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Approved as to Form:
County Counsel

By *Eric Scott*
Deputy 6/16/2020

Matter # 2020673

Exhibit B
Compensation
Fiscal Year 2019-2020

1. COMPENSATION

- a. COUNTY agrees to compensate CONTRACTOR for allowed cost incurred as detailed in **Exhibit A**, subject to any maximums and annual cost report reconciliation.
- b. The maximum contract amount shall not exceed **Fourteen Million, Four Hundred Thousand Dollars (\$14,400,000)**, and shall consist of the CONTRACTOR'S One Hundred Thousand Dollars (\$100,000) of matching funds, as well as County, State, and Federal funds. CONTRACTOR is responsible for the local match for costs above Fourteen Million, Three Hundred Thousand Dollars (\$14,300,000). Local match for Federal Financial Participation is estimated at fifty percent (50%) of costs. The local match from CONTRACTOR will be requested by the COUNTY in one lump payment upon the Board of Supervisor's approval of the contract amendment. 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 public except if the CONTRACTOR is a Nominal Charge Provider.
- c. This agreement provides CONTRACTOR with access to Federal Financial Participation (FFP) funds, which enables CONTRACTOR to offer more services. CONTRACTOR will provide the match dollars for costs in excess of Fourteen Million, Three Hundred Thousand Dollars (\$14,300,000) in advance to the County of Tulare; COUNTY will pay CONTRACTOR 100% of the cost of the services to be billed.
- d. 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, 2020.
- e. CONTRACTOR agrees to comply with Medi-Cal requirements and be approved to provide Medi-Cal services based on Medi-Cal site certification.
- f. 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.
- g. 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.
- h. CONTRACTOR shall use funds provided by COUNTY exclusively for the purposes of performing the services described in **Exhibit A – A7**
- i. 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.
- j. 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 and Institutions Code (WIC) Sections 5709, 5710 and 14710, relating to: (1) the determination and collection of patient/client fees for services hereunder based on Uniform 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 the Mental Health Fiscal Analyst at TulareMHP@tularehhsa.org, 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. 12-month billing limit: Unless otherwise determined by State or Federal regulations (e.g., medi-medi cross-over) all original (or initial) claims for eligible individual persons under this Agreement must be received by COUNTY within twelve (12) months from the month of service to avoid denial for late billing.

4. COST REPORT:

- a. Within ninety (90) 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 from COUNTY, for both contracted and non-contracted services, 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.

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. INTERIM RATE REVIEW

Interim rates shall be reviewed on a quarterly basis. Within thirty (30) days after the end of the calendar quarters ending September 30, December 31, and March 31, CONTRACTOR shall submit its cost estimate year-to-date with its Units of Time statistics and Cost per Unit on a Service Function basis. Interim Rates should be adjusted to reflect current Cost per Unit, not to exceed the County Maximum Allowed (CMA) for each quarterly review period, the revised Interim Rates shall be effective for services beginning with the first day of the subsequent calendar quarter.