

THIRD AMENDMENT TO AGREEMENT

Tulare County Agreement Number 21707 is amended on _____, between the COUNTY OF TULARE, Health and Human Services Agency hereinafter referred to as "COUNTY" and TURNING POINT OF CENTRAL CALIFORNIA INC., hereinafter referred to as "CONTRACTOR" with reference to the following:

A. The COUNTY and CONTRACTOR entered into the Agreement No.21707 as COUNTY wished to maintain Mental Health Programs in Tulare County in conformance with the Welfare and Institutions Code, Division 5, Title 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.

B. The Board of Supervisors of Tulare County has determined that an effective economical way to maintain and provides parts of its Mental Health Services is through contractual arrangement with the CONTRACTOR pursuant to section 5608 of the Welfare and Institutions Code and 31000 of the Government Code.

C. CONTRACTOR has the expertise and experience necessary to deal with mentally ill persons with persistent needs.

D. The COUNTY and CONTRACTOR amended agreement No. 21707 to extend the Agreement to June 30, 2005 and to rename Exhibits "A, A-1 AND A-2", add a new exhibit "A" and to change the dates on Exhibits "B and B-1", to reflect the new termination date.

E. The COUNTY and CONTRACTOR amended Agreement No. 21707 to extend the termination date and to update Exhibits A, A-1, A-2, A-3, and B.

F. The COUNTY and CONTRACTOR agree to amend Agreement No. 21707 to extend the termination date to June 30, 2007, and to update Exhibits A-1, A-2, A-3, B, B-1 and B-3.

G. This amendment shall become effective July 1, 2006.

ACCORDINGLY, IT IS AGREED:

I. Effective July 1, 2006 paragraph 1 entitled Term in the original Agreement is hereby revised to identify the new termination date of June 30, 2007.

II. Effective July 1, 2006 Exhibit "A-1" entitled Services: Visalia Youth Services is substituted in its entirety with the attached Exhibit "A-1," which Exhibit is made a part of this Agreement by reference.

III. Effective July 1, 2006 Exhibit "A-2" entitled Services: Dinuba Children's Services is substituted in its entirety with the attached Exhibit "A-2," which Exhibit is made a part of this Agreement by reference.

IV. Effective July 1, 2006 Exhibit "A-3," entitled Services: Sequoia Youth Services is substituted in its entirety with the attached Exhibit "A-3," which Exhibit is made a part of this Agreement by reference.

V. Effective July 1, 2006 Exhibit "B" entitled Compensation is substituted in its entirety with the attached Exhibit "B," which Exhibit is made a part of this Agreement by reference.

VI. Effective July 1, 2006 Exhibit "B-1" entitled Interim Rate Schedule is substituted in its entirety with the attached Exhibit "B-1," which Exhibit is made a part of this Agreement by reference.

VII. Effective July 1, 2006 Exhibit "B-3" entitled Cost Report, Reconciliation and Settlement is substituted in its entirety with the attached Exhibit "B-3," which Exhibit is made a part of this Agreement by reference.

VIII. Except as provided above, all other terms and conditions of Agreement No. 21707 shall remain in full force and effect.

///
///
///



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

COUNTY OF TULARE

Date: _____

BY _____
Chairman, Board of Supervisors
"County"

ATTEST: C. BRIAN HADDIX
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

~~DBA: TURNING POINT YOUTH SERVICES~~ OF CENTRAL CALIF., INC.

Date: _____

By: J. J. Flynn
Title: CEO

Date: _____

By: Sean Lee
Title: CFO

Corporation Code section 313 requires that contracts with a corporation shall be signed by the (1) chairman of the Board, the president or any vice-president and (2) the secretary, any assistant, the chief financial officer, or any assistant treasurer, unless the contract is also accompanied by a certified copy of the Board of Directors resolution authorizing the execution of the contract.

Approved as to Form
County Counsel

By: James Lme
Deputy County Counsel

Date: 05/08/00

()



EXHIBIT "A-1"

**Fiscal Year 2006-2007
Services**

**Contractor: TURNING POINT OF CENTRAL CALIFORNIA, INC.
Program: VISALIA YOUTH SERVICES**

Reporting Unit Grouping RU 801

I. DESCRIPTION OF SERVICES/INTENT AND GOALS:

A. System-Wide Program Intent and Goals:

1. To maintain the individual in his/her community and/or at the least restrictive placements;
2. To provide community based services within the context of the individual's family, culture, language and community;
3. To promote extensive and appropriate coordination and collaboration with other agencies and institutions serving children and families in Tulare County;
4. To direct services towards achieving the individual's goals, desired results and personal milestones;
5. To act as teams that are the single point of responsibility for coordination of each individual's service and to follow individuals over time and across programs.

B. Description of Services and Treatment Methods:

Children & Family Service Teams will provide outpatient mental health services under the rehabilitation/recovery model of service delivery. Available treatment methods must include: crisis intervention; individual, group, collateral, and family therapy; assessments; evaluations; medication support services; recovery services; and case management/brokerage services. Services will be provided in a variety of settings; including home, clinic, and community agencies as necessary and needed by the individual clients.

II. POPULATION SERVED:

A. Active Caseload

| | |
|--|-----------------|
| Clients served projected 7/1/05-6/30/06 | 1100 |
| Average Length of Service **** | 16 weeks |
| Unduplicated Client Count Projected | 1100 |

B. Ethnic Profile Projected 7/1/05-7/30/06

| | # | % |
|-------------------------|-------------|---------------|
| White | 291 | 26.45% |
| Latino | 708 | 64.36% |
| Asian/Pacific | 0 | 0.00% |
| African-American | 52 | 4.73% |
| American Indian | 22 | 2.00% |
| Laotian | 22 | 2.00% |
| Cambodian | 0 | 0.00% |
| Other or Missing | 5 | 0.45% |
| TOTAL | 1100 | 1.00% |

C. Age Projected 7/1/05-6/30/06

| Age | # | % |
|-------------|------------|---------------|
| 0-5 | 575 | 52.27% |
| 6-17 | 525 | 47.73% |

**** Average client is seen one hour a week but in reality some are seen more and some are seen less.

D. Diagnostic Spectrum/Inclusionary Criteria

Children and Families Service Teams will provide services in order to maintain clients in community settings, achieve agreed upon desired outcomes, and help clients and families achieve the ability to positively influence their won lives. The diagnostic spectrum includes diagnoses; schizophrenia and other psychotic disorders, major depression, major affective disorder, post traumatic stress disorder, and dual diagnosed (developmental disability or drug and alcohol related diagnosis) as defined from the California Code of Regulation (CCR) Title 9, Chapter 11 medical necessity.

III. PROGRAM PERFORMANCE STANDARDS:

- A. The Children and Family provider shall accept referrals according to HHSA, Primary Care Branch, guidelines established for the Service Teams.
- B. Service Teams will conduct an assessment of each client referred by an authorized referral source. Those individuals with the most impairment will be given priority.
- C. The provider will render services in accordance with the Tulare County Mental Health Plan identified target populations.

- D. The provider will respond to emergency and urgent care situations as defined by California Code of Regulations (CCR) Title 9, Chapter 11.
- E. The Tulare County, HHSA management information system (CMHC) will be used to measure the Provider's adherence to the standards set forth in this contract.
- F. Services will be delivered within the Department of Mental Health, State of California and Primary Care, HHSA, Tulare County standards of care.
- G. Compliance reviews of provider services will result in no more than 2% disallowance per year.
- H. Physicians in the employ of the Provider more than 12 hours per week will attend the Pharmacy Review Committee monthly.
- I. Clients shall be discharged when they meet the following criteria: 1) upon client's refusal of services by the legally responsible adult, 2) upon client's or legally responsible adult's unilateral decision to terminate treatment, 3) upon transfer to another program which has been mutually agreed upon, 4) or upon mutual agreement that the goals of treatment have been met, 5) client does not meet medical necessity criteria. Appropriate follow-up or other service linkage will be made.
- J. A suitable representative of the Provider shall attend the regularly scheduled meetings, training sessions, seminars or other meetings as scheduled by the Director of Mental Health or his/her designee.
- K. It is expected that the Provider will ensure that staff responsible for clinical supervision meet community practice standards, code of ethics as set forth by their professional designation and the Medical Board of California, California Board of Behavioral Sciences, California Board of Psychology, California Board of Vocational Nursing & Psychiatric Technicians standards and regulations.

IV. HOURS OF OPERATION (must meet the needs of the target populations):

- A. Hours of operation will be generally Monday – Thursday 8 a.m. – 7 p.m., Friday and Saturday 8 a.m. – 5 p.m. It is understood that the Provider will have hours of operation that allow for access to services, reduce barriers to treatment and meet the needs of the target population.

V. STAFFING:

A. Minimum Staffing Requirements:

Staffing shall be provided at least at the minimum licensing requirements as set forth in Title IX, Title XIX, Title XXII and MediCal regulations where applicable or at such higher level as necessary for some programs.

B. Additional Staffing Requirements:

In addition to the above licensing requirements, program staff is expected to possess and be trained in the following background and skills:

- Knowledge and skills in the principles of psychosocial rehabilitation; paraprofessional staff are expected to be trained and receive paraprofessional certification within the first six months of employment;
- Understanding of psychopathology and traditional healing practices within the cultural context of the population served;
- Capability of addressing the diverse clients' levels of acculturation and biculturalism;
- Capability of language and cultural competency;
- Knowledge of multicultural experience;
- Knowledge of the local community resources, available to the client population and capability of strong collaboration/coordination with local providers of health and human services in the community;
- Knowledge of Family Systems Theory and Practice;
- Knowledge of childhood abuse and trauma;
- Knowledge and skills of culturally proficient assessment and diagnosis of childhood disorders;
- Knowledge of assessment of high risk indicators in the children's and youth populations.

**VYS CULTURAL COMPETENCY
STAFF LISTING**

| No. Of | TYPE OF LICENSE | LANGUAGE CAPABILITY | | | |
|--------|---------------------|---------------------|---------------------------------|-------------------|----------|
| | | FTE | CERTIFICATION OR POSITION TITLE | BILINGUAL NO. FTE | LANGUAGE |
| 1 | LIC.PSYCHOLOGIST | | | | |
| 2.5 | LCSW | 1 | Spanish | | |
| 2 | ASW | 2 | Spanish | | |
| 9 | MFT | 2 | Spanish | | |
| 10.5 | MFTI | 10 | 7.5 Spanish/ 2 Asian | | |
| 2 | MD | 2 | Asian | | |
| 1 | RN | | | | |
| 3 | LVN | 1 | Spanish | | |
| 1 | LPT | | | | |
| 18 | MH Rehab Specialist | 14 | Spanish | | |
| 9 | MH Rehab Worker | 7 | Spanish | | 1 |
| 3 | MH Rehab Aide | 2 | Spanish | | |

EXHIBIT "A-2"

**Fiscal Year 2006-2007
Services**

**Contractor: TURNING POINT OF CENTRAL CALIFORNIA, INC.
Program: DINUBA CHILDRENS SERVICES**

Reporting Unit Grouping RU 850

I. DESCRIPTION OF SERVICES/INTENT AND GOALS:

A. System-Wide Program Intent and Goals:

1. To maintain the individual in his/her community and/or at the least restrictive placements;
2. To provide community based services within the context of the individual ' s family, culture, language and community;
3. To promote extensive and appropriate coordination and collaboration with other agencies and institutions serving children and families in Tulare County;
4. To direct services towards achieving the individual ' s goals, desired results and personal milestones;
5. To act as teams that are the single point of responsibility for coordination of each individual ' s service and to follow individuals over time and across programs.

B. Description of Services and Treatment Methods:

Children & Family Service Teams will provide outpatient mental health services under the rehabilitation/recovery model of service delivery. Available treatment methods must include: crisis intervention; individual, group, collateral, and family therapy; assessments; evaluations; medication support services; recovery services; and case management/brokerage services. Services will be provided in a variety of settings; including home, clinic, and community agencies as necessary and needed by the individual clients.

II. POPULATION SERVED:

A. Active Caseload

| | |
|--|------------|
| Clients served projected 7/1/05-6/30/06 | 700 |
| Average Length of Service **** | 16 |
| Unduplicated Client Count Projected | 700 |

B. Ethnic Profile Projected 7/1/05-7/30/06

| | # | % |
|-------------------------|------------|---------------|
| White | 61 | 8.71% |
| Latino | 633 | 90.43% |
| Asian/Pacific | 3 | 0.43% |
| African-American | 3 | 0.43% |
| American Indian | 0 | 0.00% |
| Laotian | 0 | 0.00% |
| Cambodian | 0 | 0.00% |
| Other or Missing | 0 | 0.00% |
| TOTAL | 700 | 1.00% |

C. Age Projected 7/1/05-6/30/06

| Age | # | % |
|-------------|------------|---------------|
| 0-5 | 333 | 47.57% |
| 6-17 | 367 | 52.43% |

**** Average client is seen one hour a week but in reality some are seen more and some are seen less.

D. Diagnostic Spectrum/Inclusionary Criteria

Children and Families Service Teams will provide services in order to maintain clients in community settings, achieve agreed upon desired outcomes, and help clients and families achieve the ability to positively influence their won lives. The diagnostic spectrum includes diagnoses; schizophrenia and other psychotic disorders, major depression, major affective disorder, post traumatic stress disorder, and dual diagnosed (developmental disability or drug and alcohol related diagnosis) as defined from the California Code of Regulation (CCR) Title 9, Chapter 11 medical necessity.

III. PROGRAM PERFORMANCE STANDARDS:

- A. The Children and Family provider shall accept referrals according to HHSA, Primary Care Branch, guidelines established for the Service Teams.
- B. Service Teams will conduct an assessment of each client referred by an authorized referral source. Those individuals with the most impairment will be given priority.
- C. The provider will render services in accordance with the Tulare County Mental Health Plan identified target populations.

- D. The provider will respond to emergency and urgent care situations as defined by California Code of Regulations (CCR) Title 9, Chapter 11.
- E. The Tulare County, HHSA management information system (CMHC) will be used to measure the Provider's adherence to the standards set forth in this contract.
- F. Services will be delivered within the Department of Mental Health, State of California and Primary Care, HHSA, Tulare County standards of care.
- G. Compliance reviews of provider services will result in no more than 2% disallowance per year.
- H. Physicians in the employ of the Provider more than 12 hours per week will attend the Pharmacy Review Committee monthly.
- I. Clients shall be discharged when they meet the following criteria: 1) upon client's refusal of services by the legally responsible adult, 2) upon client's or legally responsible adult's unilateral decision to terminate treatment, 3) upon transfer to another program which has been mutually agreed upon, 4) or upon mutual agreement that the goals of treatment have been met, 5) client does not meet medical necessity criteria. Appropriate follow-up or other service linkage will be made.
- J. A suitable representative of the Provider shall attend the regularly scheduled meetings, training sessions, seminars or other meetings as scheduled by the Director of Mental Health or his/her designee.
- K. It is expected that the Provider will ensure that staff responsible for clinical supervision meet community practice standards, code of ethics as set forth by their professional designation and the Medical Board of California, California Board of Behavioral Sciences, California Board of Psychology, California Board of Vocational Nursing & Psychiatric Technicians standards and regulations.

IV. HOURS OF OPERATION (must meet the needs of the target populations):

- A. Hours of operation will be generally 8 a.m. – 5 p.m., Monday – Friday. It is understood that the Provider will have hours of operation that allow for access to services, reduce barriers to treatment and meet the needs of the target population.

V. STAFFING:

A. Minimum Staffing Requirements:

Staffing shall be provided at least at the minimum licensing requirements as set forth in Title IX, Title XIX, Title XXII and MediCal regulations where applicable or at such higher level as necessary for some programs.

B. Additional Staffing Requirements:

In addition to the above licensing requirements, program staff is expected to possess and be trained in the following background and skills:

- Knowledge and skills in the principles of psychosocial rehabilitation; paraprofessional staff are expected to be trained and receive paraprofessional certification within the first six months of employment;
- Understanding of psychopathology and traditional healing practices within the cultural context of the population served;
- Capability of addressing the diverse clients' levels of acculturation and biculturalism;
- Capability of language and cultural competency;
- Knowledge of multicultural experience;
- Knowledge of the local community resources, available to the client population and capability of strong collaboration/coordination with local providers of health and human services in the community;
- Knowledge of Family Systems Theory and Practice;
- Knowledge of childhood abuse and trauma;
- Knowledge and skills of culturally proficient assessment and diagnosis of childhood disorders;
- Knowledge of assessment of high risk indicators in the children's and youth populations.

**DCS CULTURAL COMPETENCY
STAFF LISTING**

| No. Of | TYPE OF LICENSE | LANGUAGE CAPABILITY | | | |
|--------|---------------------|---------------------|---------------------------------|-------------------|----------|
| | | FTE | CERTIFICATION OR POSITION TITLE | BILINGUAL NO. FTE | LANGUAGE |
| 1 | LCSW | 1 | | Spanish | |
| 2 | ASW | 2 | | Spanish | |
| 1 | MFT | | | | |
| 1 | MFTI | 1 | | Spanish | |
| 2 | MH Rehab Specialist | 2 | | Spanish | |
| 1 | MR Rehab Aide | 1 | | Spanish | |

EXHIBIT "A-3"

**Fiscal Year 2006-2007
Services**

**Contractor: TURNING POINT OF CENTRAL CALIFORNIA, INC.
Program: SEQUOIA YOUTH SERVICES**

Reporting Unit Grouping RU 281

I. DESCRIPTION OF SERVICES/INTENT AND GOALS:

A. System-Wide Program Intent and Goals:

1. To maintain the individual in his/her community and/or at the least restrictive placements;
2. To provide community based services within the context of the individual's family, culture, language and community;
3. To promote extensive and appropriate coordination and collaboration with other agencies and institutions serving children and families in Tulare County;
4. To direct services towards achieving the individual's goals, desired results and personal milestones;
5. To act as teams that are the single point of responsibility for coordination of each individual's service and to follow individuals over time and across programs.

B. Description of Services and Treatment Methods:

Children & Family Service Teams will provide outpatient mental health services under the rehabilitation/recovery model of service delivery. Available treatment methods must include: crisis intervention; individual, group, collateral, and family therapy; assessments; evaluations; medication support services; recovery services; and case management/brokerage services. Services will be provided in a variety of settings; including home, clinic, and community agencies as necessary and needed by the individual clients.

II. POPULATION SERVED:

A. Active Caseload

| | |
|--|------------|
| Clients served projected 7/1/05-6/30/06 | 800 |
| Average Length of Service **** | 16 |
| Unduplicated Client Count Projected | 800 |

B. Ethnic Profile Projected 7/1/05-7/30/06

| | # | % |
|-------------------------|------------|---------------|
| White | 278 | 34.75% |
| Latino | 497 | 62.13% |
| Asian/Pacific | 0 | 0.00% |
| African-American | 16 | 2.00% |
| American Indian | 7 | 0.88% |
| Laotian | 2 | 0.25% |
| Cambodian | 0 | 0.00% |
| Other or Missing | 0 | 0.00% |
| TOTAL | 800 | 1.00% |

C. Age Projected 7/1/05-6/30/06

| Age | # | % |
|-------------|------------|---------------|
| 0-5 | 490 | 61.25% |
| 6-17 | 310 | 38.75% |

**** Average client is seen one hour a week but in reality some are seen more and some are seen less.

D. Diagnostic Spectrum/Inclusionary Criteria

Children and Families Service Teams will provide services in order to maintain clients in community settings, achieve agreed upon desired outcomes, and help clients and families achieve the ability to positively influence their won lives. The diagnostic spectrum includes diagnoses; schizophrenia and other psychotic disorders, major depression, major affective disorder, post traumatic stress disorder, and dual diagnosed (developmental disability or drug and alcohol related diagnosis) as defined from the California Code of Regulation (CCR) Title 9, Chapter 11 medical necessity.

III. PROGRAM PERFORMANCE STANDARDS:

- A. The Children and Family provider shall accept referrals according to HHSA, Primary Care Branch, guidelines established for the Service Teams.
- B. Service Teams will conduct an assessment of each client referred by an authorized referral source. Those individuals with the most impairment will be given priority.
- C. The provider will render services in accordance with the Tulare County Mental Health Plan identified target populations.

- D. The provider will respond to emergency and urgent care situations as defined by California Code of Regulations (CCR) Title 9, Chapter 11.
- E. The Tulare County, HHSa management information system (CMHC) will be used to measure the Provider's adherence to the standards set forth in this contract.
- F. Services will be delivered within the Department of Mental Health, State of California and Primary Care, HHSa, Tulare County standards of care.
- G. Compliance reviews of provider services will result in no more than 2% disallowance per year.
- H. Physicians in the employ of the Provider more than 12 hours per week will attend the Pharmacy Review Committee monthly.
- I. Clients shall be discharged when they meet the following criteria: 1) upon client's refusal of services by the legally responsible adult, 2) upon client's or legally responsible adult's unilateral decision to terminate treatment, 3) upon transfer to another program which has been mutually agreed upon, 4) or upon mutual agreement that the goals of treatment have been met, 5) client does not meet medical necessity criteria. Appropriate follow-up or other service linkage will be made.
- J. A suitable representative of the Provider shall attend the regularly scheduled meetings, training sessions, seminars or other meetings as scheduled by the Director of Mental Health or his/her designee.
- K. It is expected that the Provider will ensure that staff responsible for clinical supervision meet community practice standards, code of ethics as set forth by their professional designation and the Medical Board of California, California Board of Behavioral Sciences, California Board of Psychology, California Board of Vocational Nursing & Psychiatric Technicians standards and regulations.

IV. HOURS OF OPERATION (must meet the needs of the target populations):

- A. Hours of operation will be generally 8 a.m. – 5 p.m., Monday – Friday. It is understood that the Provider will have hours of operation that allow for access to services, reduce barriers to treatment and meet the needs of the target population.

V. STAFFING:

A. Minimum Staffing Requirements:

Staffing shall be provided at least at the minimum licensing requirements as set forth in Title IX, Title XIX, Title XXII and MediCal regulations where applicable or at such higher level as necessary for some programs.

B. Additional Staffing Requirements:

In addition to the above licensing requirements, program staff is expected to possess and be trained in the following background and skills:

- Knowledge and skills in the principles of psychosocial rehabilitation; paraprofessional staff are expected to be trained and receive paraprofessional certification within the first six months of employment;
- Understanding of psychopathology and traditional healing practices within the cultural context of the population served;
- Capability of addressing the diverse clients' levels of acculturation and biculturality;
- Capability of language and cultural competency;
- Knowledge of multicultural experience;
- Knowledge of the local community resources, available to the client population and capability of strong collaboration/coordination with local providers of health and human services in the community;
- Knowledge of Family Systems Theory and Practice;
- Knowledge of childhood abuse and trauma;
- Knowledge and skills of culturally proficient assessment and diagnosis of childhood disorders;
- Knowledge of assessment of high risk indicators in the children's and youth populations.

**SYS CULTURAL COMPETENCY
STAFF LISTING**

| No. Of FTE | TYPE OF LICENSE OR POSITION TITLE | LANGUAGE CAPABILITY | | |
|---------------|--|-------------------------|----------|------------------------|
| | | BILINGUAL NO. FTE | LANGUAGE | BILINGUAL CERTIFIED |
| 2 | LCSW | | | |
| 3 | ASW | 2 | Spanish | |
| 3 | MFT | 1 | Spanish | |
| 3 | MFTI | 2 | Spanish | |
| 2 | LPT | 1 | Spanish | |
| 5 | MH Rehab Specialist | 2 | Spanish | |
| 7 | MH Rehab Worker | 7 | Spanish | |

EXHIBIT "B"

**COMPENSATION
Fiscal Year 2006-2007**

TURNING POINT OF CENTRAL CALIFORNIA, INC.

1. REIMBURSEMENT:

- a. COUNTY agrees to compensate CONTRACTOR according to Rates in Exhibit "B-1", subject to any maximums and only for services approved according to the Authorization and Medical Necessity Guidelines in Exhibit "A".
- b. Tulare COUNTY shall not be obligated to compensate CONTRACTOR for service rendered at CONTRACTOR clinic during a non-authorized period (e.g. after a Service Block has expired), or for unauthorized services, i.e., scheduling for services in excess of what is set forth in Exhibits "A" – "A-2", no shows, or for services provided to ineligible individuals. All claims for payment shall be submitted by service type and number of contracts, in minutes/days, provided by CONTRACTOR.
- c. Fees for services to individuals or other persons responsible shall be charged in accordance with their ability to pay under the State of California Department of Mental health's Uniform Method of Determining Ability to Pay (UMDAP) or any statute or regulation superseding UMDAP. With the understanding that CONTRACTOR will pursue sources such as: Medi-Cal, Health Families, private and third party insurance, before designating a client as non-pay (non-Medi-Cal).

If client's payment source is private insurance, CONTRACTOR is to bill the private insurance company directly for services provided. CONTRACTOR is to accept remittance from private insurance company as payment in full for services provided until those benefits are exhausted. At that time, UMDAP is to be completed and fees for services shall be charged to the client in accordance with their ability to pay. COUNTY will not be liable for further services rendered unless a letter from the private insurance carrier, confirming exhaustion of benefits, is submitted with the invoice to the COUNTY.

No UMDAP is to be completed on clients receiving services for which CONTRACTOR has been funded through private or grant monies.

- d. Providers who do not submit the required reports or notes in a timely manner may not be paid. It is the expectation of the COUNTY that this would not exceed forty-five (45) days for submission of these documents.
- e. All payments made under this Agreement shall be made within (30) days of submission of all required documentation and in accordance with the COUNTY' normal payment cycle.

2. REIMBURSEMENT CATEGORIES:

- a. Non-Medi-Cal units of service may be billed to Mental Health realignment at the contracted interim rates identified in Exhibit B-1 up to the extent that it does not exceed the Mental Health Realignment contracted maximum of \$475,000 for FY 06/07. The CONTRACTOR understands and agrees that the COUNTY may not make payments to the CONTRACTOR above the Mental Health realignment maximum unless an amendment to the contract maximum is authorized by the COUNTY.

- b. C.W.S. Non-Medi-Cal units of service (John Davis Letters of Authorization of services) may be billed at the contracted interim rates identified in Exhibit B-1 as indicated on billings submitted to the COUNTY under this billing category. COUNTY will make payments to the CONTRACTOR for such services on a monthly basis after receipt of a billing listing these units of service and interim rate costs.

3. INVOICING:

- a. CONTRACTOR shall submit monthly statements to the COUNTY, separating out and displaying the Medi-Cal, Non-Medi-Cal and CWS charges.

- b. All claims for payment shall be submitted by service type and number of contacts provided by CONTRACTOR. CONTRACTOR shall submit monthly statements.

- c. Therapeutic Behavioral Services (TBS) invoices shall have attachment identifying client's name, date of service and length of service. Refer to Exhibit "A" – TBS Scope of Services.

4. INTERIM RATE REVIEW:

- a. Interim Rates shall be reviewed on a quarterly basis. Within thirty days after the end of the calendar quarters ended September 30, December 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 shall be adjusted to reflect current Cost Per Unit. Exhibit "B-1" shall be modified by a percentage to reflect the current Cost Per Unit. The revised Interim Rates shall be effective for services beginning with the first day of the subsequent calendar quarter.

Exhibit "B-1"
Interim Rate Schedule
Turning Point of Central California, Inc.
Fiscal Year 2006/2007

County of Tulare
Mental Health Agreement Interim Rates

| Service Function | Mode of Service Code | Service Function Code | Time Basis | Short-Doyle Medi-Cal Maximum Allowance (Reimbursement) Rates FY 2005/2006 * | Actual Mental Health Cost Report Cost Per Unit FY 2004/2005 | FY 2006/07 Interim Rates |
|-------------------------------------|----------------------------|-----------------------------|---------------|--|---|--------------------------------|
| OUTPATIENT SERVICES | | 15 | | | | |
| Case Management | | 01 - 09 | Staff Minute | \$ 1.95 | \$ 1.83 | \$ 1.83 |
| Mental Health Services - Collateral | | 10 - 19 | Staff Minute | \$ 2.52 | \$ 2.35 | \$ 2.35 |
| Mental Health Services | | 30 - 57, 59 | Staff Minute | \$ 2.52 | \$ 2.35 | \$ 2.35 |
| Therapeutic Behavioral Services | | 58 | Staff Minute | \$ 2.52 | \$ 2.35 | \$ 2.35 |
| Medication Support | | 60 - 69 | Staff Minute | \$ 4.66 | \$ 4.29 | \$ 4.29 |
| Crisis Intervention | | 70 - 79 | Staff Minute | \$ 3.75 | \$ 2.64 | \$ 2.64 |

* Department of Mental Health Information Notice No.: 05-10, dated 9/21/2005, Enclosure A.

EXHIBIT "B-3"

Cost Report, Reconciliation, and Settlement Fiscal Year 2006-2007

TURNING POINT OF CENTRAL CALIFORNIA, INC.

A. ANNUAL COST REPORT

CONTRACTOR shall submit an annual Mental Health Cost Report on or before the last day of the fourth month following the close of each COUNTY fiscal year, or on or before the last day of the fourth month following the termination of this Agreement. Extensions of time to file the cost report at any later date must be approved in writing by the Assistant Agency Director – Mental Health Services, the Deputy Director – Clinical Services, or Assistant Director of Administration. Such cost report shall be prepared in accordance with the requirements set forth in the California Department of Mental Health's Cost Reporting/Data Collection Manual and must be submitted on appropriate California Department of Mental Health fiscal year forms.

B. RECONCILIATION

COUNTY shall reconcile the Annual Cost Report, and settlement will be based on the lower of cost or Standard Maximum Allowance (SMA) rate, and shall be considered payment in full. SMA rates are updated annually in November. Within ninety (90) days thereafter, COUNTY will make payment, or receive reimbursement from CONTRACTOR, as appropriate. If the Annual Cost Report is submitted late, CONTRACTOR understands and agrees that COUNTY may not make further payments to CONTRACTOR until the Annual Cost Report is submitted.

C. REPAYMENT OR REIMBURSEMENT TO STATE OR OTHERS

CONTRACTOR agrees that any repayment or reimbursement that must be made by the 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".

D. EXCEPTIONS RE: REPAYMENT OR REIMBURSEMENT

The reimbursement provisions set forth above will not be applicable if any action or direction by COUNTY with regard to the program is the principal 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. However, 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 by 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 others shall be paid by CONTRACTOR in accordance with this Exhibit.