

FIRST AMENDMENT TO AGREEMENT

Tulare County Agreement Number 24274 is amended on _____, between the **COUNTY OF TULARE**, 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 Agreement No. 24274 on October 27, 2009 for the purpose of providing Mental Health services for patients of the COUNTY'S Mental Health Program.

B. The COUNTY and CONTRACTOR agree to amend Agreement No. 24274 to extend the date of termination to June 30, 2011, update Exhibits "A," "B," "B-1," "B-2," "B-3," "B-4," "C," and "D."

C. This amendment shall become effective July 1, 2010.

ACCORDINGLY, IT IS AGREED:

I. Effective July 1, 2010 paragraph 1 entitled Term in the original Agreement is hereby revised to identify the new termination date of June 30, 2011.

II. Effective July 1, 2010 Exhibit "A" entitled Services is hereby substituted in its entirety with the attached Exhibit "A," which Exhibit is made a part of this Agreement by reference.

III. Effective July 1, 2010 Exhibit "B" entitled Compensation is hereby substituted in its entirety with the attached Exhibit "B," which Exhibit is made a part of this Agreement by reference.

IV. Effective July 1, 2010 Exhibit "B-1" entitled Interim Rate Schedule is hereby substituted in its entirety with the attached Exhibit "B-1," which Exhibit is made a part of this Agreement by reference.

V. Effective July 1, 2010 Exhibit "B-2" entitled Cost Report, Reconciliation, and Settlement is hereby substituted in its entirety with the attached Exhibit "B-2," which Exhibit is made a part of this Agreement by reference.

VI. Effective July 1, 2010 Exhibit "B-3" entitled Budget is hereby substituted in its entirety with the attached Exhibit "B-3," which Exhibit is made a part of this Agreement by reference.

VII. Effective July 1, 2010 Exhibit "B-4" entitled Invoice Template is hereby substituted in its entirety with the attached Exhibit "B-4," which Exhibit is made a part of this Agreement by reference.

VIII. Effective July 1, 2010 Exhibit "C" entitled Insurance Requirements is hereby substituted in its entirety with the attached Exhibit "C," which Exhibit is made a part of this Agreement by reference.

IX. Effective July 1, 2010 Exhibit "D" entitled HIPAA Requirements is hereby substituted in its entirety with the attached Exhibit "D," which Exhibit is made a part of this



Agreement by reference.

X. Except as provided above, all other terms and conditions of Agreement No. 24274 shall remain in full force and effect.

[illegible]

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

COUNTY OF TULARE

By _____
Chairman, Board of Supervisors

ATTEST: JEAN M. ROUSSEAU
County Administrative Officer/Clerk of the Board
Of Supervisors of the County Of Tulare

By _____
Deputy Clerk

TURNING POINT OF CENTRAL
CALIFORNIA, INC.

Date: 6/8/10

By J. J. Fly
Title CEO

Date: 6/14/10

By Brian J. J.
Title CFO

Corporations 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 [Signature]
Deputy 2010836

Dated 6/14/10

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EXHIBIT "A"
Services
Fiscal Year 2010-2011

Contractor: Turning Point of Central California, Inc.
Program: One-Stop Center – Central Tulare County

I. DESCRIPTION OF SERVICES/INTENT AND GOALS:

A. System-Wide Program Intent and Goals

1. To develop a center for youth and transitional age youth with severe mental illness (SMI) and/or severe emotional disturbances (SED) where services are provided that place employment and education services, family, individual, and peer-based counseling services in one location. This center will service the central areas of Tulare County.
2. To coordinate services and collaborate with community-based organizations, public agencies, and learning institutions serving unserved and underserved populations in Tulare County.
3. To provide services to unserved and underserved populations in a manner that is easily accessible, thorough, and culturally competent.
4. To provide a One-Stop Center Program that offers seamless delivery of services that will enable the consumer to avoid navigation of multiple agencies, programs, and access procedures that create barriers to care.

B. Description of Services and Treatment Methods

CONTRACTOR will lease space (building) to house all One-Stop Center Program activities, independent from the CONTRACTOR's current business activities. The building will contain enough space to adequately house the following services:

- Family support services partnership counseling program – individualized care
- Anger management classes
- Conflict resolution classes
- Peer-to-peer counseling and mentoring
- Education and counseling on coping and life skills
- Vocational education, GED completion, ESL
- Parent training and mother / father involvement
- Collaboration with Tulare County Office of Education

CONTRACTOR will incorporate the following strategies for accomplishing the programmatic functions of the One-Stop Center:

- Provide culture- and gender-sensitive services in places where youth have daily activities such as schools, primary care clinics, community programs and in homes
- Educate providers to utilize the One-Stop Center as a coordinating function of all services
- Involve faith-based communities
- Develop a physical presence in rural and underserved community areas
- Involve consumers and family members in planning of all services

C. Hillman Pharmacy and Lab Usage

The COUNTY is dedicated to providing comprehensive care using a wide range of therapeutic modalities. Among those is COUNTY funding for medication therapy, which the COUNTY must deliver in a manner that manages resources effectively. Pursuant to Tulare County Mental Health Department Policy & Procedure #: 00-22, any individual who are being served by the CONTRACTOR shall not be permitted to use and/or access the Hillman Pharmacy for prescription medication. Policy#: 00-22 is applicable to any individual served by the CONTRACTOR in Full Service Partnership (FSP), Systems Development (SD) or Outreach and Engagement (OE) funding categories as part of this CONTRACT.

Additionally, the CONTRACTOR will not be permitted to use the Tulare County Laboratories for any individual served via this CONTRACT. This is applicable to any individual served by the CONTRACTOR in Full Service Partnership (FSP), Systems Development (SD) or Outreach and Engagement (OE) funding categories.

II. AREAS SERVED

The One-Stop Center location in Central Tulare County will serve cities including, but not limited to, Tulare, Tipton, Earlimart, Alpaugh, Allensworth, Waukena, Pixley and Teviston.

III. POPULATION SERVED

A. Area Client Demographics – Age, Gender, and Ethnic Profiles

As part of the requirements of the Mental Health Services Act, the CONTRACTOR must identify priority populations: children/youth (ages 12-17) and transitional age youth (ages 18-24) that include individuals who are unserved and underserved. Priority populations must also include individuals from Hispanic, African-American, Asian-American, and Native American communities—communities that are traditionally unserved and underserved and of lower income in Tulare County.

B. Funding Types

MHSA Community Services and Supports (CSS) funding is divided into three categories: Full Service Partnership Funds (FSP), General System Development Funds (GSD), and Outreach and Engagement Funding (OE). These funding types are approaches to service delivery and are not categorical funds that need to be tracked separately. Time studies performed by service providers will be utilized to allocate funding. Following are the definitions and guidelines for allowable utilization of each type of funding.

FSP funding is to be used to provide consumers and, in some cases, their families, with “whatever it takes” to enable them to reach their mental health goals—an individualized array of services and supports that may include services that bridge the physical, emotional, social, and educational domains. In addition to traditional mental health services, as needed, the consumer may receive a full spectrum of community supportive services, which may include assistance in the areas of transportation, food, medical services, substance abuse services, rental subsidies, education, employment, child care, medical care (when not covered by Medi-Cal or other insurance), legal assistance, self-sufficiency aides (e.g., driver’s licenses, taxes, checking, etc.), material goods as needed, and so forth.

- Flexible funds will be used to support the Full-Service Partnership (FSP) client for ‘whatever it takes’ to achieve optimal outcomes. However, flexible funding is to be used for the client and not the family. Flex funds can be used for goods, supports, services and activities that are not typically funded by other sources, such as specialty camps, emergency food, gasoline, utility bills, prom clothing, celebrations, incentives for youth, and recreational activity memberships. For example, they could be used to help an adult attend a class or set up an independent living situation (e.g., kitchen items, bed, towels); or help a TAY pay for books and college fees. In addition, flexible funds will be used for food, clothing, housing, transportation, vocational assistance, etc., depending on the FSP client’s needs. Flexible funds are a temporary support, not to be used for recurring expenses. Flex funds cannot be used to purchase cars, pay mortgages, etc. Use of flex funds must be clearly linked to a goal/strategy in the care plan.

GSD funding is to be used to enhance mental health programs, services, and supports for all clients and families, including FSP clients, to change service delivery systems, and to build transformational programs and services. Examples include provision of client and family services such as peer support, education and advocacy services, mobile crisis teams, promoting interagency collaboration and services, and developing the capacity to provide values-driven, evidence-based, and promising clinical practices. These funds are limited to mental health services and supports. Examples include mental health treatment, rehabilitation services (including supportive housing and employment), and personal service coordination/case management.

OE funding is to be used to fund activities that reach out to those populations that are currently receiving little or no mental health services. Examples include mental health and primary care partnerships, faith-based agencies, tribal organizations, ethnic community-based organizations, and health clinics; outreach to organizations that help

individuals who are homeless or incarcerated and that link potential clients to services; funds for clients and families to reach out to those that may be reluctant to enter the system; funds for screening of children and youth; school and primary care-based outreach to children and youth who may have serious emotional disorders, etc.

C. Active Caseload

The requirements of the MHSA state that consumers must be served through different types of funding: Full Service Partnership (FSP), Systems Development (SD), and Outreach and Engagement (OE). The base population, such as unserved and underserved clients, will also have Severe Emotional Disturbance (SED) and/or Serious Mental Illness (SMI). These priority populations must be taken into consideration when accepting consumers into the One-Stop Program. For the One-Stop Program – Central Tulare County, CONTRACTOR will serve a minimum of the following:

One-Stop Center – Central Tulare County

	FSP	Sys Dev	OE	Total
FY 10/11	15	30	100	145

Clients served by TYSB under Central One Stop contract shall be included as part of the total numbers of clients served.

D. Emergency and Crisis Procedures

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.

E. Full Service Partnership

CONTRACTOR will engage the consumer in an initial psycho-social assessment by the Licensed Clinical Social Worker or Waivered Clinical Social Worker. A comprehensive service plan will be developed by consumers, in cooperation with the Mobile Unit staff. Once the consumer has identified the services needed through the plan, a case manager will be partnered with the consumer throughout the treatment plan until such time as the consumer is transitioned to a less intensive treatment modality.

F. Full Service Partnership and Transition to Less Intensive Treatment Modalities

Transition of consumers to less intensive treatment modalities will occur as the consumer and family members (if any) develop competencies and resources to meet recovery goals without FSP services. A consumer's progress will be assessed by ongoing and periodic evaluations, creation of a transition services plan, and gradual reduction in service levels.

G. Ancillary Transportation

A van will be used for transportation to and from the One-Stop Center and to other services as needed. The van 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 will use personal vehicles to transport consumers when necessary. Staff will be paid the federal mileage reimbursement rate for use of their vehicles.

III. PROGRAM PERFORMANCE STANDARDS

- A. CONTRACTOR shall accept referrals according to the HHSA Mental Health Services Branch guidelines and MHSA CSS Plan requirements.
- B. CONTRACTOR will conduct an assessment of each client referred by Tulare County Mental Health Clinics, other service providers, and/or first contact.
- C. CONTRACTOR will render services in accordance with the Tulare County Mental Health Plan and MHSA CSS Plan requirements to adequately serve the priority populations.
- D. CONTRACTOR 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 CONTRACTOR's adherence to the standards set forth in this contract.
- F. Services will be delivered within the standards of care of the HHSA Mental Health Services Branch and State Department of Mental Health.
- G. Compliance reviews of CONTRACTOR services will result in no more than 5% disallowance per year.
- H. Consumers 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 that has been mutually agreed upon, 4) or upon

mutual agreement that the goals of treatment have been met. Appropriate follow-up or other service linkages will be made.

- I. 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.
- J. CONTRACTOR will ensure that staff responsible for clinical supervision meet community practice standards, code 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.
- K. CONTRACTOR will hire culturally competent staff and require existing or newly hired staff to complete training on cultural competency within 90 days of hire. CONTRACTOR will also enable staff to attend trainings on cultural competency performed by HHSA Training Department and in coordination with the HHSA Cultural Competency Coordinator.

IV. HOURS OF OPERATION

Reception office will be open Monday – Friday 8:00 a.m. to 5:00 p.m. FSP crisis services will be provided 24/7 (via after hours phone coverage). Groups and appointments will be scheduled according to client need.

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 Medi-Cal regulations where applicable, or at such higher level as necessary for some programs. CONTRACTOR will provide services using a Team concept as described by the Assertive Community Treatment (ACT) model.

CONTRACTOR agrees to provide the level of staffing for the One-Stop Center – Central Tulare County Program needed to meet the activities described in this Scope of Work and as detailed in the corresponding Exhibit “B-3” Budget Narrative.

B. Additional Staffing Requirements

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

- 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 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;
- Hiring and retention of bilingual staff;
- Knowledge of the local community resources available to the client population and capability of strong collaboration/coordination with local providers of health and mental health services in the community;
- Knowledge of family systems theory and practice;
- Knowledge of youth, transitional age youth, adult, and older adult health and mental health issues;
- Knowledge of the causes of homelessness among transitional age youth;
- Knowledge and skills of culturally proficient assessments and diagnosis of children/youth, transitional age youth, adult, and older adult disorders; and
- Knowledge of assessment of high-risk indicators in children/youth, transitional age youth, adult, and older adult populations.

Exhibit "B"
Compensation
Fiscal Year 2010/2011

Contractor: Turning Point of Central California, Inc.

Program: One Stop Center – Central Tulare County

1. REIMBURSEMENT

- a. COUNTY agrees to compensate CONTRACTOR for allowed cost incurred as detailed in Exhibit "B-3", subject to any maximums and annual cost report reconciliation.
- b. COUNTY shall not be obligated to compensate CONTRACTOR for services 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 Exhibit "A", no shows, or for services provided to ineligible individuals. All claims for payment shall be submitted by service type and number of contacts, in minutes/days, provided by CONTRACTOR.

No Uniform Methods of Determining Ability to Pay (UMDAP) UMDAP is to be completed on clients receiving services for which CONTRACTOR has been funded through private or grant monies.

- c. CONTRACTOR shall maintain and make available to COUNTY records of all revenue and grant reimbursement paying for all or part of staff assigned to the Mental Health Services Act One Stop Center – Central Tulare County program.
- d. It is COUNTY's expectation that required reports or notes will be submitted within thirty (30) days of the end of each month. CONTRACTOR may not be paid if required reports or notes are not submitted in a timely manner.
- e. COUNTY agrees to make all payments under this Agreement to CONTRACTOR within thirty (30) days of submission by CONTRACTOR of all required documentation and in accordance with the COUNTY's normal payment cycle.

2. REIMBURSEMENT CATEGORIES

The total contract amount for FY 2010/2011 is \$501,036.

- a. Mental Health Services Act
 - Non-Medi-Cal Operational/Administration expenditure cost may be reimbursed up to a maximum of \$203,829. CONTRACTOR understands and agrees that COUNTY may not make payments to CONTRACTOR above the Mental Health Services Act One Stop Center – Central Tulare County program maximum unless an amendment to the contract maximum is approved by the Tulare County Board of Supervisors.
- b. Medi-Cal
 - Revenue generated by CONTRACTOR through primarily Medi-Cal clients is estimated at \$183,050 Federal Financial Participation and \$114,157 local match for a total of \$297,207. COUNTY shall not be obligated to pay the difference between the estimated amount above and the actual amount generated. If additional revenues above the estimated amount are generated, COUNTY and CONTRACTORS shall meet to discuss possible amendments to this agreement.

The amounts noted above are set forth in the budgets, attached hereto as Exhibit "B-3" and incorporated herein by reference. The budget as defined in Exhibit "B-3" may be adjusted by CONTRACTOR between line-items in amounts not to exceed ten percent (10%) without COUNTY approval. Adjustments made by CONTRACTOR between line-items exceeding ten percent (10%) must be approved by the Tulare County Director of Mental Health. No change to the contract maximum may be made unless an amendment to this agreement is approved by the Tulare County Board of Supervisors.

3. INVOICING

- a. CONTRACTOR shall submit monthly invoices to the Mental Health Services Act Unit for expenditures incurred, no later than fourteen days after the end of the month in which those expenditures were incurred.
 - The MediCal billing report shall be submitted by the last day of the month following the billing month, and shall be based on actual approved Medi Cal claims.
- b. CONTRACTOR shall submit invoices for operating expenditures incurred using the format detailed in Exhibit "B-4".
- c. Claims for Medi-Cal Federal Financial Participation (FFP) shall be based on units of service provided by CONTRACTOR at the Statewide Maximum Allowance (SMA) rate, as detailed in Exhibit "B-1".

EXHIBIT "B-1"
INTERIM RATE SCHEDULE
TURNING POINT OF CENTRAL CALIFORNIA, INC
FISCAL YEAR 2010/2011

County of Tulare County
Mental Health Agreement Interim Rates

Service Function	Mode of Service Code	Service Function Code	Time Basis	Short-Doyle/Medical Maximum Allowance (Reimburse) Rate FY 2010/2011 (Note 1)	FY 2010/2011 Interim Rates
OUTPATIENT SERVICES	15				
Case Management		01-09	Staff Minute	\$2.02	\$2.02
Mental Health Services - Collateral		10-19	Staff Minute	\$2.61	\$2.61
Mental Health Services		30-57, 59	Staff Minute	\$2.61	\$2.61
Therapeutic Behavioral Services		58	Staff Minute	\$2.61	\$2.61
Medication Support		60-69	Staff Minute	\$4.82	\$4.82
Crisis Intervention		70-79	Staff Minute	\$3.88	\$3.88

Note 1 – Department of Mental Health Information Notice 09-12, Enclosure

Exhibit "B-2"

Cost Report, Reconciliation, and Settlement Fiscal Year 2010/2011

Contractor: Turning Point of Central California, Inc.
Program: One-Stop Center – Central Tulare County

A. ANNUAL COST REPORT / RECONCILIATION

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. Extension of time to file the cost report at any later date must be approved in writing by the Tulare County HHSA Director of Mental Health, Deputy Director of 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/INTERIM RATE ADJUSTMENT

COUNTY will reconcile the Annual Cost Report, and settlement will be based upon cost or Standard Maximum Allowance (SMA) rates, whichever is lower. Program cost in excess of SMA rates shall be paid from MHSA funds. If the Annual Cost Report is submitted late, CONTRACTOR understands and agrees that COUNTY may not make further payments to CONTRACTOR until 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 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 program or services provided under this Agreement shall be paid by CONTRACTOR, out of its own funds, within (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 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-3"
FY 2010/2011 Budget

	<u>No. of FTE's</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	<u>Annual</u>
<u>PERSONNEL</u>						
Direct Services						
Program Director	0.33	\$6,800	\$6,800	\$6,800	\$6,800	\$27,200
Licensed Staff	1.0	18,401	18,401	18,401	18,401	73,604
Unlicensed Staff	1.0	11,354	11,354	11,354	11,354	45,416
Clinical Supervisor						0
Case Managers						0
Peer Counselors						0
Nurse	0.50	5,683	5,683	5,683	5,683	22,732
Education/Employment						0
Telepsychiatry Hrs/Wk	8 hours	19,000	19,000	19,000	19,000	76,000
Total Direct		\$61,239	\$61,238	\$61,238	\$61,238	\$244,953
Support & Indirect						
Corporate Overhead						\$0
Admin Assistant	1.0	8,920	8,920	8,920	8,920	35,680
Clerical / Transcriptionist	0.43	2,950	2,950	2,950	2,950	11,800
Total Indirect		\$11,870	\$11,870	\$11,870	\$11,870	\$47,480
Benefits (%)	32%	17,263	17,263	17,263	17,263	69,052
TOTAL PERSONNEL COST		\$90,372	\$90,371	\$90,371	\$90,371	\$361,485
<u>OPERATING EXPENSES</u>						
Number of FSP Served						
Housing & Utilities		\$2,500	\$2,500	\$2,500	\$2,500	\$10,000
Flex Funding:						
Education / Jobs		\$200	\$200	\$200	\$200	\$800
Clothing / food		2,000	2,000	2,000	2,000	8,000
Travel		150	150	150	150	600
Medical Medications		3,000	3,000	3,000	3,000	12,000
Flex Funding Total		\$5,350	\$5,350	\$5,350	\$5,350	\$21,400
FSP Funding Total		\$7,850	\$7,850	\$7,850	\$7,850	\$31,400
Number of Systems Delivery Served						
Mobile Units:						
Gas						\$0
Maintenance						0
Repairs						0
Insurance						0
Telepsychiatry:						
Equipment lease, maintenance						\$0
Satellite / Line fees						0
Translation Service						
Staff supports for direct service:						0
Mileage		\$1,250	\$1,250	\$1,250	\$1,250	\$5,000
Cars (lease or purchased + gas)		3,000	3,000	3,000	3,000	12,000
Car insurance		850	850	850	850	3,400
Cell phone purchases and plan fees						0
Outreach and Engagement expenses:						
Temporary shelter						\$0
Food, clothing, supplies						0
Systems Delivery Funding Total		\$5,100	\$5,100	\$5,100	\$5,100	\$20,400
General Office Expense:						
Office /rent		\$3,450	\$3,450	\$3,450	\$3,450	\$13,800
Computers, software and supplies		870	870	870	870	3,480
Copier, fax, printer expenses		1,000	1,000	1,000	1,000	4,000
Postage		100	100	100	100	400
Staff meetings / Morale		168	168	168	168	672
other (Phone/Comm)		3,000	3,000	3,000	3,000	12,000
Utilities/Maintenance		1,600	1,600	1,600	1,600	6,400
Insurance		400	400	400	400	1,600
Community Education and Outreach Expenses						
Training & Conferences:						
Course Expense		\$250	\$250	\$250	\$250	\$1,000
Travel Expenses		125	125	125	125	500
Per Diem		100	100	100	100	400
Program Oversight and Evaluation:						
Audit expense		\$125	\$125	\$125	\$125	\$500
Corp Allocation		10,750	10,750	10,750	10,750	43,000
Evaluation expense						0
Indirect cost or overhead percentage						0
TOTAL OPERATING EXPENSES		\$125,259	\$125,259	\$125,259	\$125,259	\$501,036

REVENUES

Medi-Cal portion	FFP @ 61.59%	\$183,050	Match for FFP	\$114,157
MHSA portion		317,986	MHSA	\$203,829
		\$501,036		\$317,986

Exhibit "B-3"
FY 2010/2011 Budget

BUDGET NARRATIVE

TURNING POINT OF CENTRAL CALIFORNIA, INC.

**BUDGET NARRATIVE – MENTAL HEALTH SERVICES
ACT, North County One Stop, North County Mobile
Unit and Central One Stop**

Ongoing Program Costs include the following Categories:

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 provides administrative support. Case managers will provide case management services. Mental Health professionals are licensed and will provide clinical oversight and direct services. Substance Abuse counselor will provide services such as assessments, treatment plans, individual appointments and group counseling. The Program Director manages the program and on-call/call back provides for overtime and stipends for on-call readiness for after hours of scheduled staff coverage. Information for the FTE's are on each of the budgets submitted.

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

Insurance: Liability insurance is calculated by our broker, and then split into 12 months.

Communications: Communications includes landlines, cell phone, and internet connection. DSL (Digital Subscriber line) is used at each site to assist with access to internet connection.

Exhibit "B-3"
FY 2010/2011 Budget

Office Expense:

- Office 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.
- 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.
- Printing/Reproduction: This will be used for flyers, brochures, business cards, cost of paper for the copier, toner, and other supplies required to operate photocopy machines that are used at the programs.
- Publications: Turning Point has a membership with the California Council of Community Mental Health Agencies (CCCMHA); this membership is a statewide trade association whose members are the primary providers of mental health and substance abuse services in California. The mission of this membership is to promote comprehensive, responsive, and integrates service systems by enhancing the ability of nonprofit member agencies to provide mental health services that empower the people we service to lead full and productive lives. They achieve this purpose through, shaping and leading public policies, advocating for needed legislation and funding, creating a forum for the exchange of information and expertise and working with all relevant stakeholders.
- Legal Notices/Advertising: This will be used for Legal notices will be used when publication of any legally required notice or reports. Advertising will be used such as phonebook entries.

Equipment:

- Equipment: This line item will be used if we need to purchase any equipment. Prior approval for any items over \$2000.00 in total will have prior approval from Tulare County Department of Mental Health.
- Equipment Lease / Rent: This line item is used for our copier at each of the facilities.
- Equipment Maintenance: Would be the maintenance of our copier machines.

Facilities:

- Facilities: This account will be charged for the monthly rents paid for the lease/rent of buildings from entities other than Turning Point Foundation.
- Facilities Maintenance: This will include lawn service, pest control and janitorial.
- Utilities: This account will be charged for the costs of utility services, including but not limited to: water, gas, electricity, trash pickup, and sewer.

Exhibit "B-3"
FY 2010/2011 Budget

Travel Costs:

- 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.
- Staff Travel: We anticipate that some staff will be attending The Village workshop in Long Beach.

Staff Training/Registration: 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.

Program Supplies:

- Program Supplies – Educational: This will be used for the cost of educational materials distributed to clients.
- 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, some computer software, research material and other items that are specifically designed and used to accomplish program goals.

Professional Services:

- Contracted Services: This will be used for our contracted Psychiatrist that oversees the clients medication needs.
- Fiscal and Audits: This account will be charged for the cost of audit expenses related to Agency business.

Other Costs Total:

- Indirect Costs: 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.

Exhibit "B-3"
FY 2010/2011 Budget

Revenues/Match:

- Central One Stop: Client Fees:
County Fees: \$317,986
Medi-Cal Fees: \$183,050
Fund Raising: None
State Grant: None
Private Donations: None

- North One Stop: Client Fees:
County Fees: \$415,043
Medi-Cal Fees: \$310,023
Fund Raising: None
State Grant: None
Private Donations: None

- North Mobile Unit: Client Fees:
County Fees: \$513,314
Medi-Cal Fees: \$209,708
Fund Raising: None
State Grant: None
Private Donations: None

Exhibit "B-4"
TULARE COUNTY MHSA
Fiscal Year 2010/2011 Invoice

Invoice Date:	Service Period:
Provider Name:	Program:
Mailing Address:	Contact Person:
	Phone Number:
Agreement Number:	Make Checks Payable To:
Provider Number:	

Expenditures				
	FTE's	Budget Remaining at Beginning of Month	Month's Expense	Budget Remaining at End of Month
Number of FSP Served				
Number of SD Served				
Personnel				
Direct Services				
Program Director				
Licensed Staff (number)				
Unlicensed Staff (number)				
Clinical Supervisor				
Case Managers				
Other Clinician				
Peer Counselors				
AOD treatment				
Education/Employment				
Healthcare Providers				
Telepsychiatry Hrs/Wk				
Total Direct				
Support & Indirect				
Admin Assistant				
Driver				
Clerical				
Total Indirect				
Benefits				
Total Personnel Costs				
Operating Expenses				
Housing & Utilities				
Flex Funding				
Education / Jobs				
Clothing / food				
Travel				
Medical Medications				
Other Expenses				
Flex Funding Total				
FSP Funding Total				
Telepsychiatry				
Equipment lease, maintenance				
Satellite / Line fees				
Translation Service				
Staff supports for direct service				
Mileage (staff vehicle use)				
Cars (lease or purchased + gas)				
Car insurance				
Cell phone purchases and plan fees				
Outreach and Engagment expenses:				
Temporary shelter				
Food, clothing, supplies				
General Office Expense				
Office /rent				
Computers, software and supplies				
Copier, fax, printer expenses				
Postage				
Staff meetings				
other (Phone/Comm)				
Utilities/Maintenance				
Insurance				
Community Education and Outreach Expenses				
Training & Conferences				
Course Expense/Fees				
Travel Expenses				
Per Diem				
Program Oversight and Evaluation				
Audit expense				
Corp Allocation				
Evaluation expense				
Invoice Total		\$0.00	\$0.00	\$0.00

Due from MediCal FFP:
Due from MHSA Funds: **\$0.00**

Authorized Signature:	COUNTY USE ONLY
	CHARGE TO:
Program/Division	
MHSA Approval:	
County Approval:	

Exhibit "C"
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 or subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability Insurance of \$1,000,000 combined single limit per occurrence. If the annual aggregate applies it must be no less than \$2,000,000.
2. Comprehensive Automobile Liability Insurance (if applicable) of \$1,000,000 per occurrence.
3. Workers' Compensation and Employer's Liability Insurance as required by law.
4. Professional Errors and Omissions Insurance of \$1,000,000.

B. Specific Provisions of the Certificate

1. The Certificate of Insurance for General Liability, Comprehensive Automobile Liability Insurance and Professional Errors and Omissions Insurance have to meet the following requirements:
 - a. *Name the COUNTY, Its officers, agents, employees and volunteers, individually and collectively, as additional insured by endorsement to the policy.*
 - b. *State that such Insurance for additional insureds shall apply as primary insurance and any other insurance maintained by COUNTY shall be excess.*
 - c. *Provide that coverage shall not be suspended, voided, canceled, reduced in coverage, or otherwise materially changed except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.*
2. The Certificate of Insurance for Workers Compensation, should include the following:
 - a. *Waiver of Subrogation. Contractor waives all rights against the County and its agents, officers, and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers liability by endorsement to the policy.*

C. Deductibles and Self-Insured Retentions

The COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

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 (-) from a company admitted to do business in California, any waiver of these standards are subject to approval by the County Risk Manager or County Risk Manager's designee.

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. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

Exhibit "D"
HIPAA REQUIREMENT

The Health insurance Portability and Accountability Act of 1996 (HIPAA)

A. Definitions: Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.

1. *Business Associate.* "Business Associate" shall mean CONTRACTOR.
2. *Covered Entity.* "Covered Entity" shall mean COUNTY.
3. *Individual.* "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
4. *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
5. *Protected Health Information.* "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
6. *Required By Law.* "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
7. *Secretary.* "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

B. Obligations and Activities of CONTRACTOR

1. CONTRACTOR agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.
2. CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
3. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Agreement.
4. CONTRACTOR agrees to report to COUNTY any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
5. CONTRACTOR agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by CONTRACTOR on behalf of COUNTY agrees to the same restrictions and conditions that apply through this Agreement to CONTRACTOR with respect to such information. CONTRACTOR agrees to provide access, at the request of COUNTY, and in the time and manner requested by COUNTY, to Protected Health Information in a Designated Record Set, to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR 164.524

6. CONTRATOR agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the COUNTY directs or agrees to pursuant to 45 CFR 164.526 at the request of COUNTY or an Individual, and in the time and manner requested by COUNTY
7. CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by CONTRACTOR on behalf of, COUNTY to the COUNTY, in a time and manner requested by COUNTY for purposes of determining CONTRACTOR'S and/or COUNTY'S compliance with the Privacy Rule.
8. CONTRACTOR agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528
9. CONTRACTOR shall provide to COUNTY or an individual, in time and manner designated by COUNTY, information collected in accordance with Title 45, CFR, Section 164.528, to permit the Department to respond to a request by the individual for an accounting of disclosures of PHI in accordance with Title 45, CFR, Section 164.528

C. General Use and Disclosure Provisions: Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, COUNTY, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by COUNTY or the minimum necessary policies and procedures of the COUNTY.

D. Specific Use and Disclosure

1. Except as otherwise limited in this Agreement, CONTRACTOR may use Protected Health Information for the proper management and administration of the CONTRACTOR or to carry out the legal responsibilities of the CONTRACTOR.
2. Except as otherwise limited in this Agreement, CONTRACTOR may disclose Protected Health Information for the proper management and administration of the CONTRACTOR, provided that disclosures are Required By Law, or CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached.
3. Except as otherwise limited in this Agreement, CONTRACTOR may use Protected Health Information to provide Data Aggregation services to COUNTY as permitted by 42 CFR 164.504(e)(2)(i)(B)

4. CONTRACTOR may use Protected Health Information to report violations of law to appropriate Federal and State authorities consistent with § 164.502(j)(1)

E. Obligations of COUNTY

1. COUNTY shall notify CONTRACTOR of any limitation(s) in its notice of privacy practices of COUNTY in accordance with 45 CFR 164.520, to the extent that such limitation may affect CONTRACTOR'S use or disclosure of Protected Health Information.
2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect CONTRACTOR'S use or disclosure of Protected Health Information
3. COUNTY shall notify CONTRACTOR of any restrictions to the use or disclosure of Protected Health Information that COUNTY has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect CONTRACTOR'S use or disclosure of Protected Health Information.

- F. Permissible Requests by COUNTY: Except as otherwise provided herein, COUNTY shall not request CONTRACTOR to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by COUNTY

G. Miscellaneous

1. *Regulatory References.* A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
2. *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for COUNTY to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub L. No. 104-191.
3. *Survival.* The respective rights and obligations of CONTRACTOR under this Exhibit shall survive the termination of this Agreement.
4. *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit COUNTY to comply with the Privacy Rule.