

**AMENDMENT NO. 1 TO THE RENEWAL CONTRACT
WITH TURNING POINT COMMUNITY PROGRAMS, INC.
(RESO 19-469)**

THIS AMENDMENT No. 1 is dated this 28th day of April 2020 by and between TURNING POINT COMMUNITY PROGRAMS, INC., hereinafter referred to as “Contractor” and COUNTY OF NEVADA, hereinafter referred to as “County”. Said Amendment No. 1 will amend the prior Agreement between the parties entitled Personal Services Contract, as approved on August 27, 2019, per Resolution No. 19-469.

WHEREAS, the County has contracted with Contractor to provide Mental Health Services Act (MHSA) Adult Assertive Community Treatment (AACT) Program Services and integrated health care services as part of the Integration Services Team (IST) for the contract term of July 1, 2019 through June 30, 2020; and

WHEREAS, the parties desire to amend their Agreement to add an alternate payment mechanism for services provided March through June 2020 due to impacts of the Coronavirus and amend Exhibit “B” Schedule of Charges and Payments, to reflect the alternate payment mechanism.

NOW, THEREFORE, the parties hereto agree as follows:

1. That Amendment #1 shall be effective as of March 1, 2020.
2. That Exhibit “B”, “Schedule of Charges and Payments”, shall be revised to the amended Exhibit “B” as attached hereto and incorporated herein.
3. That in all other respects the prior Agreement of the parties shall remain in full force and effect.

COUNTY OF NEVADA:

By: _____
Honorable Heidi Hall
Chair of the Board of Supervisors

ATTEST:

By: _____
Julie Patterson-Hunter
Clerk of the Board of Supervisors

CONTRACTOR:

By: _____
Al Rowlett, CEO
Turning Point Community Programs, Inc.
3440 Viking Drive, Suite 114
Sacramento, California 95827

EXHIBIT “B”
SCHEDULE OF CHARGES AND PAYMENTS
TURNING POINT COMMUNITY PROGRAMS, INC.

Subject to the satisfactory performance of services required of Contractor pursuant to this contact, and to the terms and conditions as set forth, the County shall pay Contractor a maximum amount not to exceed \$3,081,326 for the period of July 1, 2019 through June 30, 2020.

Contract maximum is based on the project budget (See Attachment B):

Turning Point

Providence; Catherine; IST; Shelter Only

Calculation of Estimated Units

Service and Rate Table	
Type of Service	Interim Rate
Psychiatric/Med Support	5.06
Mental Health Services	2.74
Rehabilitation	2.74
Case Management/Brokerage	2.12
Crisis Intervention	4.07
MHSA/Other Non-Billable Mental Hlth Svc	2.02
MHSA/Other Non-Billable Case Management	2.02
Target Monthly Billable Svc \$	205,883
Target Monthly Billable Units	80,411
Target Monthly Non-Billable Svc \$	25,706
Target Monthly Non-Billable Units	12,726

Billing and Service Documentation

The table above shows the expected monthly number of billable units and revenue to be produced under this contract. GBHI, MHSA INN and Prop 47 will be paid based on actual cost and is not part of the above table. Interim Payment rates shall be at the County Maximum Allowance (CMA) rate or Negotiated Rate effective on the day the service is rendered (current interim rates are listed in the table above). Negotiated Rate shall apply only if the Contractor already has a State Department of Health Care Services (SDHCS) approved negotiated rate in County for the specific services to be provided. Interim Rates are subject to the Settlement provisions below for both billable and non-billable services.

Non-Billable services under this contract include Jail mental health services and/or MHSA Client Support and Client Participation services (service codes 120 and 121). Any other reimbursable non-billable services must be approved by the County Director of Mental Health.

Turning Point MHSA EX 2019/20

The County and Contractor will periodically review the units of time for Medi-Cal services submitted through this Contract, and at the discretion of the Director of Behavioral Health, and then as mutually agreeable the parties will renegotiate the Agreement if either Medi-Cal/Billable services are expected to be 10% greater or lesser than projected target minutes of time; or if the proportion of Medi-Cal/Billable units to total units of service fall below the 80% target for Catherine Lane and 85% target for all other programs.

Each Medi-Cal service requires documentation which must meet medical necessity guidelines and Medi-Cal requirements as described by service.

For the period of July 1, 2019 through February 29th, 2020 Contractor will cooperate with the County process for submitting the unit of service data for the County Medi-Cal and other billing processes on the required timeline. Contractor will: ensure that authorizations are received for services; check and maintain client Medi-Cal and/or other eligibility; process financial, registration and intake documents; upon County request; audit services and correcting service or billing errors, follow up on eligibility issues and other issues that may result in denial of Medi-Cal or other billable services.

Contractor shall submit a monthly invoice with detail and summary of billings/services, for services provided during the prior month. The documentation shall include units of service and interim payment rate, by type of services provided, e.g. Psychiatric/Med Support, Mental Health Services, Case Management, etc. for all service types identified in the Scope of Work. The submitted invoice will identify the Medi-Cal beneficiary by name or county case number, using standard County billing forms, or a substitute form approved by County.

Contractor shall remit payment to the County in the amount of 2.0% of the total amount of each monthly invoice. This payment shall be for the County monitoring fee.

For the period of March 1, 2020 through June 30th, 2020 Contractor shall submit a monthly invoice in arrears at the provisional amount of \$231,589 for satisfactorily providing services as outlined in Exhibit "A". All payments are interim payments only and subject to final settlement in accordance with the Cost Settlement section below. Contractor shall submit an invoice by the 15th of the month following the month of service, and the Behavioral Health Department will process and make payment within 30 days of receipt of the invoice. The Behavioral Health Director may approve an increase over the monthly 1/12th reimbursement rate for project expenditures if justified.

Contractor should continue efforts to meet above listed monthly targets and communicate progress weekly with County Contract Manager. Additionally, Contractor is encouraged to avoid any unnecessary expenditures to maximize County's funding streams.

GBHI, MHSA INN and Prop 47 reimbursement will be based on actual salary/benefits of Contractor's assigned staff and related program expenses. Mileage reimbursement may not exceed the current IRS allowable rate. Contractor shall bill County monthly, and each invoice shall state the amount of personnel hours/benefits and reimbursement expenses being claimed by funding source. Contractor agrees to be responsible for the validity of all invoices.

Reimbursement for GBHI and Prop 47 is contingent and dependent upon the department's receipt of anticipated grant funding for this program.

Contractor shall submit monthly fiscal report, including a detailed list of costs for the prior month and cumulatively during the contract period. Contractor will report quarterly on Stabilization fund usage, including specific costs per client.

Contractor shall submit invoices and reports to:

Nevada County Behavioral Health Department
Attn: Fiscal Staff
500 Crown Point, Suite 120
Grass Valley, CA 95945

Behavioral Health Department will review the invoice and notify the Contractor within fifteen (15) working days if any individual item or group of costs is being questioned. Payments of approved billing shall be made within thirty (30) days of receipt of a completed, correct, and approved billing. Monitoring charge payment is due within thirty (30) days of payment from County.

Cost Settlement

Contractor will submit an annual Cost Report on the State mandated forms—in compliance with the State Cost Report manual—to County by September 30th, after the close of the fiscal year. Contractor may request extension of due date for good cause—at its discretion, County will provide written approval or denial of request. The Cost Report requires the reporting of all services to the County on one Cost Report.

The Cost Report calculates the Cost per unit as the lowest of Actual Cost, Published Charge, or SDHCS County Maximum Allowance (CMA).

A Cost Report Settlement will be completed by County within a reasonable timeline and will be based on a comparison of the allowed Medi-Cal reimbursement or other authorized non-billable services per unit in the Cost Report compared to the payment per unit paid by the County. Settlement amount will be net of rental income. Payment will be required by County or Contractor within 60 days of Settlement or as otherwise mutually agreed.

Contractor will be subject to SDHCS/Federal Medi-Cal or Quality Assurance audits at any time. Contractor and County will each be responsible for any errors or omissions on their part. The annual SDHCS/Federal Audit may not occur until five years after close of fiscal year and not be settled until all audit appeals are completed/closed. Final findings must be paid by County or Contractor within 60 days of final audit report or as otherwise agreed.

Records to be Maintained:

Contractor shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. Contractor shall contractually require that all of Contractor's Subcontractors performing work called for under this contract also keep and maintain such records, whether kept by Contractor or any Subcontractor, shall be made available to County or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by County, its authorized representative, or officials of the State of California. All fiscal records shall be maintained for five years or until all audits and appeals are completed, whichever is later.

ATTACHMENT “B”

	Total	Providence	Catherine	IST	Shelter Services	GBHI 4/1/19- 6/30/19	INN 4/1/19- 6/30/19
Revenue							
Revenue - Nevada Co.	2,590,811	1,714,313	299,659	351,557	132,874	44,685	47,723
Revenue - County Mode 60	96,106	45,919	50,187	-	-		
Total Revenue	2,686,917	1,760,232	349,846	351,557	132,874	44,685	47,723
Expenses							
Personnel							
Salaries - Management	115,208	115,208	-	-	-		
Salaries - Treatment	1,070,698	600,958	172,879	197,868	67,683	23,641	7,669
Salaries - Office	118,434	118,434	-	-	-		
Member pay	6,914	6,914	-	-	-		
Vacation/holiday	52,188	33,384	6,915	7,915	2,707	946	320
Retirement benefit	40,092	25,990	5,186	5,936	2,030	709	240
Benefit credit	158,505	109,607	11,453	9,567	20,016	5,876	1,985
Payroll tax - fica-medicare	102,343	66,273	13,225	15,137	5,178	1,891	639
SUI	10,786	6,931	1,383	1,583	541	260	88
Worker compensation insurance	109,172	16,938	38,068	39,262	14,904		
Physician	147,554	147,554	-	-	-		
On-call/Overtime	24,805	24,805	-	-	-		
Total Personnel	1,956,698	1,272,994	249,110	277,270	113,060	33,323	10,941
Operating Costs							
Therapy Consultants	2,000	2,000	-	-	-		
Other consultants (Transcription/IT)	5,180	5,000	180	-	-		
Training	7,326	3,326	-	-	-	4,000	
Medical supplies	953	953	-	-	-		
Program Supplies	3,151	2,626	-	-	-	525	
Books, dues, and subscriptions	440	440	-	-	-		
Expensed Furniture-Office	3,825	2,165	1,060	-	600		
Expensed tools & equipment	8,537	7,172	1,365	-	-		
Software License, Support & Upgrades	10,639	9,296	1,343	-	-		
Equipment < 1 & 5 thousand	36,425	3,881	394	-	2,150		30,000
Equipment rental	2,360	2,238	122	-	-		

Equipment repair and maint	1,510	1,510	-	-	-		
Vehicle repair and maintenance	4,897	3,625	-	-	-		1,272
Vehicle fuel	4,350	4,350	-	-	-		
Facility repair & maintenance	2,899	2,523	376	-	-		
Security	1,900	1,700	200	-	-		
Maintenance	4,809	3,718	1,091	-	-		
Storage rent	1,405	1,405	-	-	-		
Building rent	105,494	70,494	25,000	10,000	-		
Utilities	4,753	2,195	2,558	-	-		
Telephone	44,041	26,500	8,292	7,798	1,116	336	
Insurance	16,488	13,062	2,246	1,180	-		
Employee mileage	49,822	35,664	3,100	7,231	1,585	1,070	1,172
Travel	1,818	1,818	-	-	-		
Office expenses	11,101	7,027	2,074	-	200	1,800	
Contract Monitoring Fees	41,917	29,037	6,949	5,931	-		
Employee hiring	2,317	2,000	200	117	-		
Employment advertising	640	425	102	112	-		
Depreciation	6,052	6,000	52	-	-		
Note Premium	1,500	-	1,500	-	-		
Acquisition Costs Amortization	167	-	167	-	-		
Delivery expense	1,906	1,800	71	35	-		
Total Operating Costs	390,621	253,951	58,441	32,404	5,651	7,731	32,444
Allocated Costs							
Indirect Administrative	307,574	204,572	42,508	38,362	14,163	3,631	4,338
Total Allocated Costs	307,574	204,572	42,508	38,362	14,163	3,631	4,338
Client Support Expense							
Client Special Events	3,000	3,000	-	-	-		
Client Groceries	14,225	2,155	12,070	-	-		
Flex Funds	3,521	-	-	3,521	-		
Furniture & Other Household-Client	3,544	2,680	864	-	-		
Facility repair & maintenance-Client	6,130	3,990	2,140	-	-		
Client Deposits-MHSA	2,240	2,240	-	-	-		
Master Lease Rent	41,875	17,201	24,674	-	-		
Permanent Housing Rent	3,029	3,029	-	-	-		
Motel/Hotel Vouchers	3,090	3,090	-	-	-		

Utilities-Client	12,496	3,126	9,370	-	-		
Telephone-Client	1,848	889	959	-	-		
Client Housing-Insurance	1,824	1,715	109	-	-		
Client-Other Purchased Supports	2,801	2,801	-	-	-		
Total Client Support Expense	99,624	45,916	50,187	3,521	-		
Total Expenses	2,754,517	1,777,433	400,246	351,557	132,874	44,685	47,723
Revenue - rents	(67,601)	(17,201)	(50,400)	-	-	-	-
Total Net Expenses	2,686,917	1,760,232	349,846	351,557	132,874	44,685	47,723