



Agenda Item

41

DATE: December 16, 2003
TO: Board of Supervisors
FROM: Jerry A. Wengerd, Director, Department of Adult Services
SUBJECT: *Selection for* Assembly Bill 2034 (Steinberg) Grant Funds for Homeless Mentally Ill

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CONTRACTS

RECOMMENDED ACTIONS:

It is recommended that your Board:

1. Accept grant award from the State Department of Mental Health (State) to continue to provide specialized services in the Department of Adult Services effective July 1, 2003 through June 30, 2004 (\$1,910,000).
2. Approve and authorize the Chairman to execute a sole source Agreement with Turning Point of Central California, Inc., for the provision of comprehensive services beginning January 1, 2004 through December 31, 2004 (\$1,223,983).

Approval of the recommended actions will allow the County to continue providing an integrated services program for adults with serious mental illness, who are homeless or at risk of homelessness or incarceration. The goal is to enable consumers to reach their highest levels of self-sufficiency and independent living. Funding for these services will be offset with State and Medi-Cal revenue and consumer payments with no net County cost.

FISCAL IMPACT:

There is no increase in net County cost associated with the recommended actions. Approval by your Board to accept the grant award enables Fresno County to receive \$1,910,000 during FY 2003-04 in Adult System of Care funds designated for AB 2034 services with no mandated County match.

Turning Point's total program costs are \$1,725,071. Program expenses would be offset by revenue received by Turning Point directly from AB 2034 consumers, who are able to pay a portion of their monthly rent and utilities (\$143,864), and anticipated Medi-Cal Federal Financing Participation (FFP) for actual

ADMINISTRATIVE OFFICE REVIEW

BOARD ACTION: DATE December 16, 2003

Betty Brown
APPROVED AS RECOMMENDED XXX

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OTHER



Official Action of
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services rendered by Turning Point's staff (\$357,224). Therefore, the recommended Agreement is for \$1,223,983, which would be paid from AB 2034 grant funds. Sufficient revenue and appropriations for services from January 1, 2004 through June 30, 2004 are included in the adopted FY 2003-04 Department of Adult Services Organization 56302034 (\$543,828). Funding for the balance of the agreement (\$680,155) will be included in the Department's FY 2004-05 requested budget.

DISCUSSION:

In 1999, AB 34 (Steinberg) was enacted and allocated \$10 million to establish three pilot projects in Los Angeles, Sacramento and Stanislaus counties for severely mentally ill adults, who were homeless or at risk of being homeless or incarcerated. These programs began in November 1999 and modeled a "whatever it takes" approach to meet the needs of the consumers in the areas of housing, mental health services, employment, education and numerous other supportive services. The success of these programs in reducing homelessness, inpatient psychiatric hospitalization and incarcerations resulted in the passage of AB 2034 in August 2000. In January 2001, your Board accepted the three-year grant award of \$2 million annually for FY 2000-01 through FY 2002-03. AB 334, approved in October 2001, extended the program beyond June 30, 2003 and added the grant award into the base funding received by the County. State funding to Fresno County in FY 2003-04 was reduced 4.5% to \$1,910,000 with a corresponding reduction in contract enrollees from 150 to 143.

Fresno County's AB 2034 program began in March 2001. The enrollment capacity was reached within four months from aggressive outreach efforts. The program has experienced a waiting list that often exceeds capacity every month. The success of the program is best shown through performance outcomes data, which compares the history of enrollees during the 12 months pre-enrollment to the experience post-enrollment. At the end of October 2003, homelessness has been reduced 82% (from 23,539 to 4,360 days), incarcerations reduced 74% (from 6,520 to 1,666 days) and psychiatric hospitalizations reduced 87% (from 653 to 87 days). Of the 142 consumers currently enrolled, 110 are living independently, 19 are employed, 4 are in unpaid work experience and 22 are in school. The County's program was recognized for best practices in the legislative report submitted by DMH in 2002. The tracking of data to evaluate the influence of program strategies on criminal re-offense was featured in this year's legislative report. The significant improvements in the quality of life of these consumers have earned the local program the distinction as a "well performing program" by DMH and enables continued AB 2034 funding to the County.

The majority of services for the AB 2034 program are provided through an Agreement with Turning Point, as approved by your Board on January 23, 2001 and last amended on May 13, 2003. Turning Point provides intensive personal services coordination (case management) housing monitors, mental health services, housing assistance (emergency, transitional and permanent), linkage to other community treatment programs and services, personal needs and socialization activities for consumers. County staff assist consumers in applying for public assistance programs and provide employment and education development, peer support groups, training in daily living skills, community integration, program oversight and outcomes reporting.

On May 13, 2003, your Board approved Amendment III to the Agreement with Turning Point, which extended services from July 1, 2003 through December 31, 2003. The extension enabled the Department to determine the impact of the State budget and provided time to complete a bid process if desired. The recommended agreement is sole source because Turning Point is the only agency that can provide the services and was approved by the State in the initial grant application.

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In September, DMH notified the County that an updated AB 2034 Workplan for FY 2003-04 and line item budget would be required in the near future. On October 28, DMH provided the format for the Workplan and established the deadline for submission no later than December 2, 2003. The areas of focus by the State are "the target population, fidelity to the program model established in statute, progress in housing and employment services, data collection and reporting methodologies and program budgets." The AB 2034 Program Workplan Update—FY 2003-04 was submitted to meet the State's deadline and is on file with the Clerk to the Board.

Upon approval by your Board, the recommended Agreement will be effective for a one-year period beginning January 1, 2004. Minor changes, as determined by the Department's Director or designee and upon written approval, may be made if such change does not result in a change to the maximum compensation amount. The recommended Agreement also establishes additional financial liability to Turning Point in the event of Medi-Cal disallowances due to Turning Point's deficiency and provides safeguards to the County against program fraud and abuse. The recommended Agreement can be terminated by the Department's Director, should funds be eliminated or without cause by giving a 30-day advance written notice. In the event of termination, Turning Point is required to ensure an orderly transition of care for enrolled consumers.

JAW: ii

AGREEMENT

THIS AGREEMENT is made and entered into this 16th day of December, 2003, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **TURNING POINT OF CENTRAL CALIFORNIA, INC., d.b.a. HOMELESS OUTREACH MULTI-SERVICE EFFORT (HOME)**, a California non-profit corporation, whose address is 615 South Atwood Street, Visalia, CA 93277, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY, through its Human Services System, Department of Adult Services, has determined the need to extend to the residents of the County certain services as described below; and

WHEREAS, CONTRACTOR is equipped, staffed and prepared to provide such services; and

WHEREAS, parts of Title 9, California Code of Regulations, and the California Welfare & Institutions Code, provide a set of definitions, standards, procedures, and regulations by and pursuant to which COUNTY and CONTRACTOR may lawfully contract for services as set forth below; and

WHEREAS, the COUNTY Department of Adult Services has developed a program plan for services in consultation with personnel of CONTRACTOR, which said plan has been approved by the COUNTY Director, Department of Adult Services, or designee.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree as follows:

1. SERVICES

A. CONTRACTOR shall provide services in accordance with "CONTRACTOR RESPONSIBILITIES", identified in Exhibit A, attached hereto and by this reference incorporated herein.

B. CONTRACTOR shall submit to COUNTY's Human Services System, Department of Adult Services, Director or designee, monthly or upon request, reports of progress toward accomplishing the program objectives as stated and described in Exhibit A. Copies of progress reports shall be submitted to COUNTY's Human Services System, Department of Adult Services,

1 Community Integration Services Division Manager. COUNTY shall require an explanation of any
2 deviation greater than ten percent (10%) from the stated objectives identified in Exhibit A.

3 C. CONTRACTOR shall participate in a steering committee made up of staff
4 approved by COUNTY's Human Services System Department of Adult Services, Director or
5 designee. The meetings shall be held monthly, or as needed, to discuss policies and procedures and
6 overall program operations.

7 D. CONTRACTOR shall maintain a complete daily census of all clients served,
8 location of service for outreach contacts made in rural areas of Fresno County and all statistical data
9 required by COUNTY and State Department of Mental Health.

10 E. CONTRACTOR shall work cooperatively with COUNTY's Human Services
11 System, Department of Employment and Temporary Services while assisting clients who are enrolled
12 for services under California Welfare and Institutions Code sections 5811, 5814, 5814.5, hereinafter
13 referred to as AB 2034, to apply for or receive benefits for which they may be eligible, as identified in
14 Exhibit A. CONTRACTOR shall adhere to the "General Relief Clients Enrolled in Assembly Bill
15 2034 Program Procedures", as identified in Exhibit A.

16 2. TERM

17 This Agreement shall become effective the 1st day of January, 2004 and shall terminate
18 on the 31st day of December, 2004.

19 3. TERMINATION

20 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
21 provided thereunder, are contingent on the approval of funds by the appropriating government
22 agency. Should sufficient funds not be allocated, the services provided may be modified, or this
23 Agreement terminated at any time by giving CONTRACTOR thirty (30) days advance written notice.

24 B. Breach of Contract - COUNTY may immediately suspend or terminate this
25 Agreement in whole or in part, where in the determination of COUNTY there is:

- 26 1) An illegal or improper use of funds;
27 2) A failure to comply with any term of this Agreement;
28 3) A substantially incorrect or incomplete report submitted to COUNTY;

1 4) Improperly performed service.

2 In no event shall any payment by COUNTY constitute a waiver by COUNTY of
3 any breach of this Agreement or any default which may then exist on the part of CONTRACTOR.
4 Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the
5 breach or default. COUNTY shall have the right to demand of CONTRACTOR the repayment to
6 COUNTY of any funds disbursed to CONTRACTOR under this Agreement, which in the judgment of
7 COUNTY were not expended in accordance with the terms of this Agreement. CONTRACTOR shall
8 promptly refund any such funds upon demand or, at COUNTY's option, such repayment shall be
9 deducted from future payments owing to CONTRACTOR under this Agreement.

10 C. Without Cause - Under circumstances other than those set forth above, this
11 Agreement may be terminated by CONTRACTOR or COUNTY's Human Services System,
12 Department of Adult Services Director, or designee, upon the giving of thirty (30) days advance
13 written notice of an intention to terminate.

14 D. Transition of Care - Upon termination of this Agreement for any reason,
15 CONTRACTOR shall ensure an orderly transition of care for consumers under treatment, including
16 but not limited to the transfer of consumer's medical/clinical records to COUNTY.

17 4. COMPENSATION

18 A. For services provided by CONTRACTOR, pursuant to the terms and conditions
19 of this Agreement, COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive
20 compensation based on the budget identified in Exhibit B, attached hereto and by this reference
21 incorporated herein. For the period of January 1, 2004 through June 30, 2004, COUNTY shall pay
22 CONTRACTOR at the rate of Ninety Thousand Six Hundred Thirty-Eight and No/100 Dollars
23 (\$90,638.00) per month or proration thereof. For the period beginning July 1, 2004 through December
24 31, 2004, COUNTY shall pay CONTRACTOR at the rate of One Hundred Thirteen Thousand Three
25 Hundred Fifty-Nine and 17/100 (\$113,359.17) per month or proration thereof. In no event shall actual
26 services performed under this Agreement be in excess of One Million Two Hundred Twenty-Three
27 Thousand Nine Hundred Eighty-Three and No/100 (\$1,223,983.00) for the term of this Agreement. It
28 is understood that expenses incidental to CONTRACTOR's performance of services under this

1 Agreement shall be borne by CONTRACTOR, except as described below under Section C of this
2 Paragraph.

3 Payments by COUNTY shall be in arrears, for services provided during the
4 preceding month, within forty-five (45) days after receipt and verification of CONTRACTOR's
5 invoices by COUNTY's Human Services System, Department of Adult Services, Division Manager,
6 Community Integration Services. If CONTRACTOR should fail to comply with any provision of this
7 Agreement, COUNTY shall be relieved of its obligation for further compensation.

8 B. In addition, for services provided by CONTRACTOR under the terms and
9 conditions of this Agreement, CONTRACTOR shall receive payment from the State Medi-Cal Federal
10 Participation Program (FFP) through COUNTY for actual services provided by CONTRACTOR's
11 staff or contracted providers to consumers eligible for Medi-Cal. COUNTY shall invoice Medi-Cal on
12 behalf of CONTRACTOR. FFP revenue received by COUNTY shall be distributed in the following
13 manner: COUNTY shall retain ten percent (10%) for invoicing and processing and five percent (5%)
14 for Medi-Cal disallowances. Eighty-five percent (85%) shall be paid by COUNTY to
15 CONTRACTOR to offset costs for actual services provided under the terms and conditions of this
16 Agreement. CONTRACTOR shall not receive a Schedule of Maximum Allowance (SMA) higher
17 than COUNTY's recovery from the State. Payments by COUNTY from Medi-Cal FFP shall be made
18 three (3) months after receipt and verification of CONTRACTOR's invoices and actual billings.

19 C. If, during a State or Fresno County Mental Health Plan audit or utilization review
20 process, as set forth in Exhibit D, a disallowance is discovered due to CONTRACTOR's deficiency,
21 CONTRACTOR shall be financially liable for the amount previously paid by COUNTY to
22 CONTRACTOR and this disallowance will be adjusted from CONTRACTOR's future payments.

23 D. CONTRACTOR shall also be entitled to retain housing expenses paid by
24 consumers for rent, utilities and any property damage(s) to residence(s) or furnishings, whether
25 accidental or intentional. Any revenue collected as described hereinabove, shall be used to offset
26 CONTRACTOR's costs charged to grant funds received pursuant to AB 2034, as described in Exhibit

27 B.

28 ///

1 **5. INVOICING**

2 CONTRACTOR shall invoice COUNTY monthly, in triplicate, by the 20th of each
3 month, addressed to the Fresno County Human Services System, Department of Adult Services, P. O.
4 Box 11867, Fresno, CA 93775, Attention: Division Manager, Community Integration.

5 In the event that invoices do not meet the standards as established in this Agreement or
6 if CONTRACTOR fails to provide data reports as provided herein to the COUNTY to meet State
7 deadlines, it shall be deemed sufficient cause for the COUNTY to withhold monthly payments until
8 compliance is established; provided if such payment is withheld, it shall be only as to the portion of
9 the invoicing for the reports that are incorrect or improper according to the standards set forth herein
10 and only after a timely notice of such withholding has been given to the CONTRACTOR. Notice
11 shall not be in excess of five (5) days of such withholding.

12 **6. INDEPENDENT CONTRACTOR**

13 In performance of the work, duties, and obligations assumed by CONTRACTOR under
14 this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of
15 CONTRACTOR's officers, agents, and employees will at all times be acting and performing as an
16 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
17 employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no
18 right to control or supervise or direct the manner or method by which CONTRACTOR shall perform
19 its work and function. However, COUNTY shall retain the right to administer this Agreement so as
20 to verify that CONTRACTOR is performing its obligations in accordance with the terms and
21 conditions thereof. CONTRACTOR and COUNTY shall comply with all applicable provisions of
22 law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters
23 which are directly or indirectly the subject of this Agreement.

24 Because of its status as an independent contractor, CONTRACTOR shall have
25 absolutely no right to employment rights and benefits available to COUNTY employees.
26 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees
27 all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and
28 save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees,

1 including compliance with Social Security, withholding, and all other regulations governing such
2 matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be
3 providing services to others unrelated to COUNTY or to this Agreement.

4 **7. MODIFICATION**

5 Any matters of this Agreement may be modified from time to time by the written
6 consent of all the parties without, in any way, affecting the remainder.

7 However, notwithstanding the above, minor changes, as determined minor by
8 COUNTY's Human Services System, Department of Adult Services' Director, or designee may
9 include but not be limited to the services identified in Paragraph 1, address changes, invoice changes,
10 or line item changes in the budget, attached hereto as Exhibit B, may be made with the written
11 approval of COUNTY's Human Services System, Department of Adult Services' Director, or
12 designee and CONTRACTOR.

13 **8. NON-ASSIGNMENT**

14 Neither party shall assign, transfer or subcontract this Agreement nor their rights or
15 duties under this Agreement without the prior written consent of the other party.

16 **9. HOLD HARMLESS**

17 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request,
18 defend the COUNTY, its officers, agents and employees from any and all costs and expenses,
19 including attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to
20 COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers,
21 agents or employees under this Agreement, and from any and all costs and expenses, including
22 attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to any
23 person, firm or corporation who may be injured or damaged by the performance, or failure to perform,
24 of CONTRACTOR, its officers, agents or employees under this Agreement. In addition,
25 CONTRACTOR agrees to indemnify COUNTY for Federal, State of California and/or local audit
26 exceptions resulting from noncompliance herein on the part of CONTRACTOR.

27 **10. INSURANCE**

28 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR

1 or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect the
2 following insurance policies throughout the term of this Agreement:

3 A. Commercial General Liability

4 Commercial General Liability Insurance with limits of not less than One Million
5 Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million
6 Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis.
7 COUNTY may require specific coverage including completed operations,
8 product liability, contractual liability, Explosion, Collapse, and Underground
(XCU), fire legal liability or any other liability insurance deemed necessary
because of the nature of the Agreement.

9 B. Automobile Liability

10 Comprehensive Automobile Liability Insurance with limits for bodily injury of
11 not less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five
12 Hundred Thousand Dollars (\$500,000) per accident and for property damages of
13 not less than Fifty Thousand Dollars (\$50,000), or such coverage with a
14 combined single limit of Five Hundred Thousand Dollars (\$500,000). Coverage
should include owned and non-owned vehicles used in connection with this
Agreement.

15 C. Professional Liability

16 If CONTRACTOR employs licensed professional staff (e.g. Ph.D., R.N.,
17 L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with
18 limits of not less than One Million Dollars (\$1,000,000) per occurrence, Three
Million Dollars (\$3,000,000) annual aggregate.

19 D. Worker's Compensation

20 A policy of Worker's Compensation Insurance as may be required by the
21 California Labor Code.

22
23 CONTRACTOR shall obtain endorsements to the Commercial General Liability
24 insurance naming the County of Fresno, its officers, agents, and employees, individually and
25 collectively, as additional insured, but only insofar as the operations under this Agreement are
26 concerned. Such coverage for additional insured shall apply as primary insurance and any other
27 insurance, or self-insurance, maintained by the COUNTY, its officers, agents and employees shall be
28 excess only and not contributing with insurance provided under the CONTRACTOR's policies herein.

1 This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance
2 written notice given to COUNTY.

3 Within thirty (30) days from the date CONTRACTOR signs this Agreement,
4 CONTRACTOR shall provide certificates of insurance and endorsements as stated above, for all of
5 the foregoing policies, as required herein, to the County of Fresno, 4969 E. McKinley Avenue, Suite
6 108, Fresno, California, 93727, Attention: Contracts Section, stating that such insurance coverage's
7 have been obtained and are in full force; that the County of Fresno, its officers, agents and employees
8 will not be responsible for any premiums on the policies; that such Commercial General Liability
9 insurance names the County of Fresno, its officers, agents and employees, individually and
10 collectively, as additional insured, but only insofar as the operations under this Agreement are
11 concerned; that such coverage for additional insured shall apply as primary insurance and any other
12 insurance, or self-insurance, maintained by the COUNTY, its officers, agents and employees, shall be
13 excess only and not contributing with insurance provided under the CONTRACTOR's policies herein;
14 and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days
15 advance, written notice given to COUNTY.

16 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as
17 herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate
18 this Agreement upon the occurrence of such event.

19 All policies shall be with admitted insurers licensed to do business in the State of
20 California. Insurance purchased shall be from companies possessing a current A.M. Best, Inc. rating
21 of B+ FSC VIII or better.

22 **11. CONFIDENTIALITY**

23 All services performed by CONTRACTOR under this Agreement shall be in strict
24 conformance with all applicable Federal, State of California and/or local laws and regulations relating
25 to confidentiality, including but not limited to, California Civil Code section 56 *et seq.*, California
26 Welfare and Institutions Code sections 5328, 10850 and 14100.2, Health and Safety Code sections
27 11977 and 11812, 22 California Code of Regulations section 51009, and 42 Code of Federal
28 Regulations § 2.1 *et seq.* CONTRACTOR shall submit to COUNTY's monitoring of said compliance

1 with all State and Federal statutes and regulations regarding confidentiality. CONTRACTOR shall
2 ensure that no list of persons receiving services under this contract is published, disclosed, or used for
3 any other purpose except for the direct administration of the program or other uses authorized by law
4 that are not in conflict with requirements for confidentiality.

5 Except as otherwise provided in this Agreement, CONTRACTOR, as a Business
6 Associate of COUNTY, may use or disclose protected health information ("PHI") to perform
7 functions, activities or services for or on behalf of COUNTY, as specified in this Agreement, provided
8 that such use or disclosure shall not violate the Health Insurance Portability and Accountability Act
9 (HIPAA), U.S.C. 1320d *et seq.*, and its implementing regulations including but not limited to 45
10 C.F.R. Parts 142, 160, 162, and 164 (hereafter known as "the Privacy Rule"). The uses and
11 disclosures of PHI may not be more expansive than those applicable to COUNTY, as the "Covered
12 Entity" under the Privacy Rule, except as authorized for management, administrative or legal
13 responsibilities of the Business Associate.

14 CONTRACTOR shall not use or further disclose PHI other than as permitted or required
15 by this Agreement, or as required by law.

16 CONTRACTOR shall use appropriate safeguards to prevent use or disclosure of PHI
17 other than as provided for by this Agreement.

18 CONTRACTOR shall report to COUNTY any use or disclosure of the PHI not provided
19 for by this Agreement.

20 CONTRACTOR shall ensure that any agent, including any subcontractor, to which
21 CONTRACTOR provides PHI received from, or created or received by the CONTRACTOR on behalf
22 of COUNTY, shall comply with the same restrictions and conditions that apply through this
23 Agreement to CONTRACTOR with respect to such information.

24 CONTRACTOR shall provide access, at the request of COUNTY, and in the time and
25 manner designated by COUNTY, to PHI in a Designated Record Set (as defined in 45 C.F.R. §
26 164.501), to an Individual or to the COUNTY to meet the requirements of 45 C.F.R. section 164.524
27 regarding access by Individuals to their PHI.

28 CONTRACTOR shall make any amendment(s) to PHI in a Designated Record Set that

1 COUNTY directs or at the request of COUNTY, and in the time and manner designated by COUNTY
2 in accordance with 45 C.F.R. section 164.526.

3 CONTRACTOR shall document such disclosures of PHI and information related to such
4 disclosures as would be required for COUNTY to respond to a request by an Individual for an
5 accounting of disclosures of PHI in accordance with 45 C.F.R. section 164.528. CONTRACTOR
6 shall provide to COUNTY or to an Individual, in a time and manner designated by COUNTY,
7 information collected in accordance with 45 C.F.R. section 164.528, to permit COUNTY to respond to
8 a request by the Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R.
9 section 164.538.

10 CONTRACTOR shall make internal records related to the use, disclosure, and privacy
11 protection of PHI received from COUNTY, or created or received by CONTRACTOR on behalf of
12 COUNTY available to COUNTY or to the Secretary of the United States Department of Health and
13 Human Services for purposes of investigating or auditing COUNTY's compliance with the Privacy
14 Rule, in a time and manner designed by COUNTY or the Secretary.

15 Upon termination of this Agreement for any reason, CONTRACTOR shall return or
16 destroy all PHI received from COUNTY, or created or received by CONTRACTOR on behalf of
17 COUNTY. This provision shall apply to PHI in possession of subcontractors or agents of
18 CONTRACTOR. CONTRACTOR, its agents or subcontractors shall retain no copies of the PHI. In
19 the event that CONTRACTOR determines that returning or destroying the PHI is not feasible,
20 CONTRACTOR shall provide COUNTY notification of the conditions that make return or destruction
21 infeasible. Upon mutual agreement of the parties that the return of the PHI is not feasible,
22 CONTRACTOR shall extend the protections of this Agreement to such PHI and limit further use and
23 disclosures of such PHI for so long as CONTRACTOR, or any of its agents or subcontractors,
24 maintains such PHI.

25 The parties agree to take such action as is necessary to amend this Agreement as
26 necessary for COUNTY to comply with the requirements of the Privacy Rule and its implementing
27 regulations. Any such changes may be made with the written approval of COUNTY's Human
28 Services System Director or designee.

1 CONTRACTOR shall mitigate, to the extent practicable, any harmful effect that is
2 known to CONTRACTOR of a use or disclosure of PHI by CONTRACTOR in violation of the
3 requirements of this Agreement.

4 **12. NON-DISCRIMINATION**

5 During the performance of this Agreement CONTRACTOR shall not unlawfully
6 discriminate against any employee or applicant for employment, or recipient of services, because of
7 race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age
8 or sex, pursuant to all applicable State and Federal statutes and regulations.

9 **13. AUDITS AND INSPECTIONS**

10 CONTRACTOR shall at any time during business hours, and as often as COUNTY may
11 deem necessary, make available to COUNTY for examination all of its records and data with respect
12 to the matters covered by this Agreement. CONTRACTOR shall, upon request by COUNTY, permit
13 COUNTY to audit and inspect all of such records and data necessary to ensure CONTRACTOR's
14 compliance with the terms of this Agreement.

15 If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00),
16 CONTRACTOR shall be subject to the examination and audit of the State of California Auditor
17 General for a period of three (3) years after final payment under contract (California Government
18 Code section 8546.7).

19 **14. NOTICES**

20 The persons having authority to give and receive notices under this Agreement and their
21 addresses include the following:

22 **COUNTY**

23 Director, Fresno County
24 Department of Adult Services
25 4441 E. Kings Canyon Road
26 Fresno, CA 93702

22 **CONTRACTOR**

23 Executive Director
24 Turning Point of Central California, Inc.
25 615 South Atwood Street
26 Visalia, CA 93277

27 Any and all notices between COUNTY and CONTRACTOR provided for or permitted
28 under this Agreement, or by law, shall be in writing and shall be deemed duly served when personally
delivered to one of the parties, or in lieu of such personal service, when deposited in the United States

1 Mail, postage prepaid, addressed to such party.

2 **15. CONFLICT OF INTEREST**

3 No officer, agent, or employee of COUNTY who exercises any function or
4 responsibility for planning and carrying out the services provided under this Agreement shall have any
5 direct or indirect personal financial interest in this Agreement. CONTRACTOR shall comply with all
6 Federal, State of California, and local conflict of interest laws, statutes, and regulations, which shall be
7 applicable to all parties and beneficiaries under this Agreement and any officer, agent, or employee of
8 COUNTY.

9 **16. REFERENCE TO LAWS AND RULES**

10 A. CONTRACTOR shall comply with all of the provisions and applicable
11 amendments as set forth in the State of California Community Services Systems Manual, Title 9 of the
12 California Code of Regulations, and Division 5 of the Welfare and Institutions Code.
13 CONTRACTOR shall comply with the legislative mandates of Assembly Bill 2034 and the
14 "Conditions for Allocation of Adult System of Care Funds, Fiscal Years 2000-01 Through 2003-04"
15 specified in Exhibit C, attached hereto and by this reference incorporated herein.

16 B. CONTRACTOR shall maintain in full force and effect and comply with any and
17 all licensing, local zoning, and state fire and safety ordinances and regulations.

18 **17. APPLICABLE RECORDS**

19 A. Personal Services Coordination: CONTRACTOR shall maintain adequate
20 mental health records on each individual patient which shall include client assessment, individual
21 personal services plan, and records of services provided by the various professional and para-
22 professional personnel in sufficient detail to make possible an evaluation of services, and contain all
23 the data necessary in reporting to the State, including records of patient interviews and progress notes.
24 All such records shall be maintained pursuant to applicable laws concerning confidentiality and, in the
25 case of Mental Health records, California Welfare and Institutions Code, section 5328, *et seq.*, and
26 Title 45, Code of Federal Regulations, section 205.50. All mental health records shall be considered
27 the property of COUNTY and shall be retained by COUNTY at the termination of this Agreement.
28 CONTRACTOR may retain copies of these records at the time of termination if they so choose.

1 B. Financial Records - Statistical data shall be kept and reports made as required
2 by the State of California and the COUNTY Director, Department of Adult Services. All such records
3 shall be available for inspection by the designated auditors of State or COUNTY at reasonable times
4 during normal business hours. Upon expiration or termination of this Agreement, CONTRACTOR
5 shall prepare and submit to COUNTY a final cost report relative to services provided under this
6 Agreement.

7 Additionally, CONTRACTOR shall submit a complete and accurate fiscal year-end cost
8 report for each fiscal year (July through June) affected by this Agreement one hundred twenty (120)
9 days following the end of each fiscal year. If the cost report indicates an amount due the COUNTY,
10 CONTRACTOR shall submit payment with the report. Such report shall be submitted on forms
11 provided to CONTRACTOR by COUNTY. CONTRACTOR shall also furnish to COUNTY such
12 statements, records, reports, data, and information as COUNTY may request pertaining to matters
13 covered by this Agreement.

14 **18. REPORTS**

15 CONTRACTOR shall provide outreach, enrollment, change of status and discharge
16 information on AB 2034 consumers through the use of forms approved by the State or COUNTY and
17 through direct inquiries by designated COUNTY staff. All information must be provided in a timely
18 manner to enable COUNTY to meet the State's reporting deadline on the fifth (5th) of each month for
19 the prior month's services rendered.

20 **19. PROPERTY OF COUNTY**

21 All purchases over Five Hundred and No/100 Dollars (\$500.00), and certain purchases
22 under Five Hundred and No/100 Dollars (\$500.00) such as fans, calculators, cameras and other
23 sensitive items, made during the life of this Agreement shall be identified as fixed assets with an
24 assigned Fresno County Human Services System Accounting Inventory Number. These fixed assets
25 shall be retained by COUNTY, as COUNTY property, in the event this Agreement is terminated or
26 upon expiration of this Agreement. CONTRACTOR agrees to participate in an annual inventory of all
27 COUNTY fixed assets and shall be physically present when fixed assets are returned to COUNTY
28 possession at the termination or expiration of this Agreement.

1 **20. COMPLIANCE WITH STATE REQUIREMENTS**

2 A. CONTRACTOR recognizes that COUNTY operates its mental health system
3 under an Agreement with the State of California Department of Mental Health, and that under said
4 Agreement the State of California imposes certain requirements on COUNTY and its subcontractors.
5 CONTRACTOR shall adhere to all of the State of California requirements, including those in Exhibit
6 D, attached hereto and by this reference incorporated herein, and those included in the Medi-Cal
7 Organizational Provider Standards identified in Exhibit E, attached hereto and by this reference
8 incorporated herein. References to organizational provider in Exhibit E, shall refer to
9 CONTRACTOR.

10 B. CONTRACTOR shall comply with COUNTY's Mental Health Plan program
11 integrity safeguards against fraud and abuse as required by California Welfare and Institutions Code,
12 Title 42, section 438.608. CONTRACTOR shall submit the Mental Health Plan Claims Certification
13 form, Exhibit F, attached hereto and by this reference incorporated herein, by the seventh (7th) of each
14 month for services provided by CONTRACTOR and recorded in COUNTY's billing system during
15 the prior month.

16 **21. GOVERNING LAW**

17 The parties agree, that for the purposes of venue, performance under this Agreement is
18 to be in Fresno County, California.

19 The rights and obligations of the parties and all interpretation and performance of this
20 Agreement shall be governed in all respects by the laws of the State of California

21 **22. ENTIRE AGREEMENT**

22 This Agreement, including all Exhibits, constitutes the entire agreement between the
23 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous
24 agreement negotiations, proposals, commitments, writings, advertisements, publications, and
25 understandings of any nature whatsoever unless expressly included in this Agreement.

26 ///

27 ///

28 ///

1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of
2 the day and year first hereinabove written.

3 ATTEST:

4 BERNICE E. SEIDEL, Clerk
5 Board of Supervisors

COUNTY OF FRESNO

6 By Maurice May

By John Arambula

Chairman, Board of Supervisors

8 APPROVED AS TO LEGAL FORM:
9 PHILLIP CRONIN, COUNTY COUNSEL

CONTRACTOR:
TURNING POINT OF CENTRAL
CALIFORNIA, INC., d.b.a. HOMELESS
OUTREACH MULTI-SERVICE EFFORT
(HOME)

12 By Janelli E. Kelly

By J. Jeff Fly

14 APPROVED AS TO ACCOUNTING FORM:
15 VICKI CROW, C.P.A., AUDITOR-CONTROLLER/
16 TREASURER-TAX COLLECTOR

Print Name: J. Jeff Fly

Title: CEO

Chairman of Board, or
President, or any Vice
President

18 By Bill Casar

By Paul A. Adams

20 REVIEWED AND RECOMMENDED FOR
21 APPROVAL:

Print Name: Paul A. Adams

Title: CEO

Secretary (of Corporation), or
any Assistant Secretary, or
Chief Financial Officer, or
any Assistant Treasurer

23 By Jerry A. Wengerd

24 Jerry A. Wengerd, Director,
Department of Adult Services

25 Fund/Subclass 0001/10000
26 Organization: 56302034
27 Account/Program: 7295/0

Tax I.D. No.: 94-1719862

Mailing Address:

615 South Atwood Street
Visalia, CA 93277

Phone No.: (559) 732-8086

Contact: Chief Executive Officer

28 EE
1309asx

CONTRACTOR RESPONSIBILITIES

CONTRACTOR shall be required to comply with the requirements of the Adult Performance Outcomes System developed by the California Department of Mental Health. This includes the use of State-approved instruments, administration of said instruments within established timelines and any other requirements.

CONTRACTOR, as a Medi-Cal Organizational Provider, shall be required to comply with any requirements of COUNTY's Mental Health Managed Care program as related to performance outcomes, quality of life and/or customer satisfaction.

In addition, CONTRACTOR shall:

- A. Provide services to serious and persistent mentally ill residents of Fresno County who are homeless, at risk of being homeless or at imminent risk of incarceration and eligible and volunteers to receive Assembly Bill 2034 services.
- B. Operate an Outreach Team. The primary focus of the Outreach Team shall be to actively seek out, engage, assess and refer seriously mentally ill adults who are homeless to appropriate services providers. Perform aggressive outreach to identify and engage consumers into this program. This includes working closely with law enforcement, shelters, churches, Veterans Administration, Fresno County Human Services System programs, inpatient psychiatric facilities, street referrals and others that may identify potential consumers and to initiate contacts of sufficient frequency and volume that will encourage consumers to voluntarily agree to receive enhanced services.
- C. Ensure that the Outreach Team shall do the following:
 - 1. Develop collaborative and responsive relationships with agencies and individuals who have frequent contact with homeless adults for the purpose of locating the target population.
 - 2. Employ a variety of accepted strategies to engage homeless mentally ill adults, including frequent, low demand field contacts, application of Recovery Model principles and use of wraparound funds to provide for the consumer's temporal needs for food, clothing and shelter.
 - 3. Provide behavioral health assessments as needed.
 - 4. Refer and proactively connect clients with appropriate service providers.
- D. Be available for immediate crisis intervention services, twenty-four (24) hours per day, seven (7) days per week as needed in response to calls from law enforcement agencies, homeless shelters, Adult Protective Services, and other community agencies to provide crisis intervention services to this population thereby preventing unnecessary incarceration or hospitalization.

- E. Dedicate one (1) position to provide outreach, housing and personal services coordination to twelve (12) transition age youths (consumers eighteen (18) to twenty-five (25) years of age).
- F. Perform assessment for serious and persistent mental disorder and substance abuse dependence/abuse to determine program eligibility.
- G. Operate a multidisciplinary treatment team that will assist consumers in developing their Personal Services Plan.
- H. Ensure that all licensed professionals have met all Federal, State of California and Local licensing requirements.
- I. Provide Personal Services Coordinators to serve a maximum of one hundred forty-three (143) consumers, as of March 1, 2003, at any one time with a staff to client ratio of 1:10.
- J. Ensure staff provides age, culture, gender and language-appropriate services to consumers.
- K. Assign the Personal Services Coordinator (PSC) within twenty-four (24) hours of receiving the referral and the development of a tentative client centered Personal Services Plan to meet the consumer's identified needs.
- L. Assist every consumer found to meet eligibility for program services in securing appropriate housing, ranging from short-term crisis beds to permanent independent housing.
- M. Ensure Personal Services Coordinator provides frequent contacts with consumers where they live or are most comfortable, in order to assist them in accessing behavioral and physical health care, financial, education, prevocational, vocational, rehabilitative, or other needed community services, especially as these services relate to meeting the consumer's housing needs.
- N. Ensure Personal Services Coordinators initiate contacts with consumers who are engaged into the program while still in jail (if applicable) and work with jail mental health staff in planning for their release from custody and transition back into the community.
- O. Ensure Personal Services Coordinators assist inpatient staff with discharge planning if their enrollee requires hospitalization.
- P. Incorporate consumer-directed, psychosocial rehabilitation and recovery principles and the use of a peer-to-peer support network that includes hiring recovering consumers/family members.

- Q. Assist eligible consumers to reduce the risk factors associated with homelessness and serious mental illness and/or co-occurring disorders.
- R. Provide medication services including psychiatric assessment, psychopharmacological treatment, education and monitoring.
- S. Provide, for those consumers who are dual-diagnosed, drug testing on a random basis as a part of the Personal Services Plan and linking consumer into appropriate substance abuse treatment services.
- T. Ensure staff participate with COUNTY staff in education and training activities provided by the State of California, other counties or organizations to strive for the best practices model.
- U. Provide assistance and advocacy in obtaining any available public benefits and accessing needed behavioral health and physical health care for enrollees.
- V. Assist in securing and funding housing.
- W. Assist with personal care and other items required to successfully live in the community.
- X. Assist in developing consumer's community living skills.
- Y. Provide or arrange for individual and group treatment related to mental illness and/or co-occurring disorders.
- Z. Make available the use of wraparound funds to provide for the client's immediate basic needs or to purchase specialized services that are needed to reduce the consumer's risk factors and there is no other funding source available.
- AA. Be available twenty-four (24) hours per day, seven (7) days per week to consumers and any law enforcement, emergency mental health team, medical personnel or housing providers who interact with them.
- BB. Provide transportation services to consumers as needed to obtain services identified in the Personal Services Plan.
- CC. Ensure that all State of California and Federal requirements regarding tracking of funds are met.
- DD. Provide all the data related to its program, which is necessary for COUNTY to comply with Assembly Bill 2034 data requirements.
- EE. Maximize the use of other federal, state and local funds or services that can support and enhance the effectiveness of the program.

OUTCOMES, INDICATORS AND TARGETS:

1. Outcome: It is expected that enrolled consumers will obtain and maintain housing.
Indicator: Reduction in aggregate number of homeless days since enrollment compared with twelve (12) months prior to enrollment for enrolled consumers.
Target: Seventy percent (70%) reduction.
2. Outcome: It is expected that consumer incarceration rate will be reduced.
Indicator: Reduction in aggregate number of jail days since enrollment compared with twelve (12) months prior to enrollment for enrolled consumers.
Target: Fifty percent (50%) reduction.
3. Outcome: It is expected that consumers inpatient psychiatric hospitalization rate will be reduced.
Indicator: Reduction in aggregate number of inpatient psychiatric hospitalization days since enrollment compared with twelve (12) months prior to enrollment for enrolled consumers.
Target: Eighty percent (80%) reduction.
4. Outcome: It is expected that consumers actively involved in employment, education and vocational training will increase.
Indicator: Increase in the number of days consumers are employed, in school and attending vocational training since enrollment compared with twelve (12) months prior to enrollment for enrolled consumers.
Target: Sixty percent (60%) of enrolled transition age youth, ages eighteen (18) to twenty-four (24), and fifty percent (50%) of enrolled adults, ages twenty-five (25) and older, by the end of the contract year.
5. Outcome: It is expected that consumers will contribute or assume responsibility for their own housing costs.
Indicator: Within six (6) months of enrollment, consumers will have made Supplemental Social Security Income (SSI) applications, have established benefits or have developed, as part of their Personal Services Plan, eventual assumption of their own housing costs.
Target: Ninety percent (90%) of enrolled consumers will have made SSI applications, established benefits or have developed a plan for assuming their own housing costs.
6. Outcome: It is expected that the Outreach Team will establish collaborative relationships with agencies and individuals who have frequent contact with homeless adults and transition age youth (eighteen (18) to twenty-four (24) years of age).
Indicators: Letters of introduction, including description of services and how to contact the Outreach Team plus documentation of personal, field contact with potential partners.

Target: Collaborative relationships will be established with the following agencies within three (3) months: Local law enforcement agencies, Veteran's Administration, Rescue Mission, Poverello House, Marjorie Mason Center, Human Services System Departments, churches, acute psychiatric facilities and schools, community centers, etc.

7. Outcome: It is expected that homeless mentally ill adults will be located, engaged and pro-actively connected with appropriate service providers. "Pro-actively" is operationally defined as ensuring, through personal contact and follow-up, that the consumer (and any authorized relevant information regarding the consumer) actually connects with the service provider.

Indicator: Number of unduplicated homeless mentally ill adults contacted and subsequently connected to service providers.

Target: A minimum of one hundred forty-three (143) mentally ill individuals will be engaged in service each month.

PROFESSIONAL CONDUCT

CONTRACTOR's staff shall respect the integrity and protect the welfare of the people and groups with whom they work. When there is a conflict of interest between a client and employing institution, CONTRACTOR's staff shall clarify the nature and direction of their loyalties and responsibilities and keep all parties informed of their commitments.

CONTRACTOR's staff shall fully inform clients/consumers as to the purpose and nature of an evaluative, treatment, educational or procedure, and they freely acknowledge that clients in research have freedom of choice with regard to participation. CONTRACTOR's staff shall fulfill the following requirements:

- A. CONTRACTOR's staff shall be continually cognizant of their own needs and of their potentially influential positions vis-à-vis persons such as clients, students and subordinates. CONTRACTOR's staff shall avoid exploiting the trust and dependency of such persons. CONTRACTOR's staff shall make every effort to avoid dual relationships which could impair their professional judgement or increase the risk of exploitation. Examples of such dual relationships include, but are not limited to, research with and treatment of, employees, students, supervises, close friends or relatives. Sexual intimacies with clients are unethical.
- B. CONTRACTOR's staff agrees to provide services to a client at the request of a third party. CONTRACTOR's staff shall assume the responsibility of clarifying the nature of the relationships to all parties concerned.
- C. CONTRACTOR's staff shall make advance financial arrangements that safeguard the best interest of and are clearly understood by their clients. CONTRACTOR's staff shall neither give nor receive any remuneration for referring clients for professional services. CONTRACTOR's staff may contribute a portion of their services to work for which they receive little or no financial return.
- D. CONTRACTOR's staff shall terminate a clinical or consulting relationship when it is reasonably clear that the consumer is not benefiting from it. CONTRACTOR's staff shall offer to help the consumer locate alternate sources of assistance.

**GENERAL RELIEF CLIENTS ENROLLED IN
ASSEMBLY BILL 2034 PROGRAM
PROCEDURES**

- 1) COUNTY's Department of Employment and Temporary Assistance (E&TA) shall be informed of enrollees in the Assembly Bill (AB) 2034 program through contact with the client, the AB 2034 Personal Services Coordinator assigned to the client, a monthly report provided by COUNTY's Department of Adult Services (DAS) or CONTRACTOR.
- 2) The completed HOME Center Rental Agreement (Exhibit A, page 8) shall document the amount of rent and the minimum utility expense that an AB 2034 enrollee is required to pay. CONTRACTOR shall also provide a monthly receipt to enrollees of the payments received.
- 3) AB 2034 enrollees, who qualify for General Relief, shall be required to sign the General Relief Cash Aid for AB 2034 Enrollees form (Exhibit A, page 9).
- 4) Eligible AB 2034 enrollees shall receive up to a maximum Cash Aid award of \$214 per month depending upon their actual housing costs and availability of any other source of income.
- 5) Upon determination of eligibility for food stamps, AB 2034 enrollees shall receive food stamps when they reside in housing that does not include meals.
- 6) CONTRACTOR's staff shall assist in insuring AB 2034 enrollees pay rent and utilities for which General Relief Cash Aid is provided.
- 7) CONTRACTOR's staff shall send written notice to owners/landlords of housing facilities (Exhibit A, page 10) that explains the financial responsibility of CONTRACTOR and the tenant for payment of rent and utilities.
- 8) CONTRACTOR's staff will notify E&TA immediately when an AB 2034 enrollee is disenrolled from the program. In addition, CONTRACTOR's staff shall send a written notice to owner/landlord of tenant's disenrollment (Exhibit A, page 11).

HOME CENTER RENTAL AGREEMENT

1. Consumers receiving General Relief will be required to pay a minimum of \$126 for rent. Consumers receiving housing voucher/assistance shall be required to pay \$64.20 of their income each month for rent.
2. Rent is due upon receipt of income. Failure to pay within two (2) working days of receipt of income may result in the loss of housing and termination from the program.
3. The consumer will be responsible for a minimum utility fee of \$25 paid directly to HOME Center. High usage and above-average costs may result in a higher utility fee charged to the consumer, as determined by the HOME Center.
4. If a consumer shares the residence with a family member or significant other, a higher monthly rent amount may be charged, as determined by the HOME Center.
5. Consumers must furnish the program and County with documentation of their income. Grant amounts received from General Relief are based on Consumers receiving no other income and may be different if income is received.
6. Any property left on the premises for over thirty (30) days after the consumer has vacated will become property of HOME Center and will be disposed of.
7. Consumers are responsible for the entire cost of any property damage to the residence and its furnishings, whether accidental or intentional.

TOTAL HOUSEHOLD INCOME (excluding General Relief)

\$ _____

MONTHLY RENTAL COST \$ _____

CONSUMER RESPONSIBILITY:

MONTHLY RENTAL FEE \$ _____

MONTHLY UTILITY FEE \$ _____

I have read and understand the above guidelines and agree to comply with them.

Consumer _____ Date _____

Staff _____ Date _____

HOME Center Representative

GENERAL RELIEF CASH AID FOR HOME CENTER ENROLLEES

I, _____, am enrolled in the HOME Center program. If I am also eligible for General Relief from Fresno County, I agree to the following:

- A. I will provide the Department of Employment and Temporary Assistance with a receipt of my monthly rent and utility costs.

I accept the amount of my General Relief Cash Aid award. I know that my actual rent and income was used to figure out what my maximum grant would be. I understand that the amount of Cash Aid combined with the programs and services provided by HOME Center exceeds the amount of Cash Aid I may have received if I were not in the program.

- B. If I receive monthly rental assistance from the Housing Authorities City and County of Fresno, my Cash Aid Award is to be used to pay up to a maximum of \$64.20 per month, for the portion of rent I am responsible to pay.
- C. I agree to pay the monthly rent and utility costs directly to HOME Center, landlord or utility company, whichever is appropriate.
- D. There is no additional General Relief Cash Aid available for any reason while enrolled in the HOME Center program.
- E. Disenrollment from the HOME Center program or the failure to meet General Relief requirements may adversely affect these benefits.
- F. I understand that if I am disenrolled from the HOME Center program, I am responsible to pay the rent and utilities and my eligibility for General Relief Cash Aid will be evaluated and the cash award may change.

I have read and agree to the conditions listed above.

Consumer _____ Date _____

Staff _____ Date _____

Department _____ Title _____

cc: Fresno County Departments of Adult Services and Employment and Temporary Assistance

SAMPLE OF WRITTEN NOTICE TO OWNERS/LANDLORDS
FOR AB 2034 ENROLLEES

Financial Responsibility

(Date)

Name of Facility
Address

Dear Sir:

This letter sets forth the financial responsibility for payment of rent and other living expenses on behalf of _____, who became enrolled in the HOME (Homeless Outreach Multi-Service Effort) Center on _____.

Beginning on _____, the tenant will be responsible to pay \$ _____ for rent and a minimum of \$25 for utilities from his/her monthly General Relief Cash Aid award. The HOME Center will pay the remaining balance. Any prior payments/vouchers received from General Relief will be discontinued on the date shown above.

Please contact HOME Center at (559) 274-0299 for further information if required.

Sincerely,

Michelle Ruble
Program Director

cc: Fresno County Departments of Adult Services and Employment and Temporary Assistance

**SAMPLE OF WRITTEN NOTICE TO OWNERS/LANDLORDS
FOR AB 2034 ENROLLEES
Notice of Disenrollment**

(Date)

Name of Facility
Address

Dear Sir:

Please be advised that tenant, _____, is no longer enrolled in the HOME (Homeless Outreach Multi-Service Effort) Center Program effective _____. Any expenses incurred after this date will be the sole responsibility of the tenant.

Please contact HOME Center at (559) 274-0299 if you have any questions regarding this matter.

Sincerely,

Michelle Ruble Program Director

cc: Fresno County Departments of Adult Services and Employment and Temporary Assistance

TURNING POINT OF CENTRAL CALIFORNIA, INC.
Proposed Budget - 1/1/04 through 12/31/04
H.O.M.E

	1/1/04-6/30/04	F.T.E.	7/1/04-12/31/04
WAGES:	F.T.E.		
Billing Records Technician	1.80 \$ 22,887.81	2.00 \$	26,448.13
Bookkeeper	0.60 \$ 7,779.08	0.60 \$	8,090.24
Client Monitor	4.00 \$ 33,228.08	4.00 \$	34,557.20
Facility Supervisor	1.00 \$ 12,822.00	1.00 \$	13,334.88
Housing Coordinator	0.50 \$ 9,853.30	0.50 \$	10,247.43
Mental Health Clinician	0.50 \$ 22,165.08	0.50 \$	23,051.68
Maintenance Worker	0.08 \$ 1,000.00	0.08 \$	1,040.00
Nurse	1.00 \$ 13,179.98	1.00 \$	13,707.18
On Call / Call Back	0.00 \$ 4,500.00	0.00 \$	4,680.00
Personal Service Coordinator	11.00 \$ 145,583.99	11.00 \$	151,407.35
Program Director	1.00 \$ 22,812.16	1.00 \$	23,724.65
Regional Executive Director	0.00 \$ -	0.00 \$	-
Deputy Regional Executive Director	0.50 \$ 16,301.15	0.50 \$	16,953.20
Secretary	1.00 \$ 8,500.26	1.00 \$	8,840.27
U. R. C. Coordinator	0.20 \$ 760.42	0.20 \$	790.84
	23.18 \$ 321,373.31	23.38 \$	336,873.05
BENEFITS & PAYROLL TAXES:			
F. I. C. A.	\$ 24,585.06		\$ 25,568.46
S. U. I.	\$ 4,635.52		\$ 4,820.94
Workers Comp. Insurance	\$ 10,705.33		\$ 11,133.54
Retirement	\$ 10,060.59		\$ 10,463.01
Health & Dental Insurance	\$ 86,006.69		\$ 89,446.96
	\$ 135,993.19		\$ 141,432.91
OPERATING EXPENSES:			
Employee Travel & Per Diem	\$ 4,688.48		\$ 4,688.48
Office Supplies	\$ 4,256.48		\$ 4,256.48
Program Supplies	\$ 2,171.16		\$ 2,171.16
Food	\$ 3,601.51		\$ 3,601.51
Furniture & Equipment Purchase	\$ 533.78		\$ 533.78
Furniture & Equipment Maintenance/Auto Maintenance/Gas	\$ 10,984.59		\$ 10,984.59
Building Rent	\$ 26,226.00		\$ 26,226.00
Building Maintenance	\$ 6,000.00		\$ 6,000.00
House Supplies	\$ 1,221.33		\$ 1,221.33
Communications	\$ 16,096.83		\$ 16,096.83
Utilities	\$ 13,116.10		\$ 13,116.10
Dues & Subscriptions	\$ 32.93		\$ 32.93
Insurance	\$ 9,000.00		\$ 9,000.00
Postage	\$ 295.02		\$ 295.02
Photocopy & Outside Printing	\$ 1,500.00		\$ 1,500.00
Staff Training & Education	\$ 1,000.00		\$ 1,000.00
Legal & Audit Expense	\$ 2,000.00		\$ 2,000.00
Recruitment	\$ 1,517.55		\$ 1,517.55
Employee Morale	\$ -		\$ -
O/S Labor - Psychiatrist	\$ 12,420.00		\$ 22,420.00
O/S Labor - Transcription	\$ 90.00		\$ 90.00
Client Activities & Recreation	\$ 2,825.04		\$ 2,825.04
Client Personal Needs	\$ 9,027.70		\$ 9,027.70
Client Transportation	\$ 6,782.59		\$ 6,782.59
Client Medical & Therapy	\$ 2,266.69		\$ 2,266.69
Client Housing Assistance	\$ 147,287.79		\$ 253,500.00
Miscellaneous	\$ -		\$ -
	\$ 284,941.57		\$ 401,153.78
Administration Support	\$ 51,631.82		\$ 51,671.82
TOTAL EXPENSES	\$ 793,939.89		\$ 931,131.56
REVENUES:			
Fresno County (AB 2034)	\$ 543,828.00		\$ 680,155.00
Client Rent	\$ 71,864.89		\$ 71,999.56
Medi-Cal	\$ 178,247.00		\$ 178,977.00
TOTAL REVENUES	\$ 793,939.89		\$ 931,131.56

**CONDITIONS FOR ALLOCATION OF ADULT SYSTEM OF CARE FUNDS
FISCAL YEARS 2000-01 THROUGH 2003-04**

1. The COUNTY shall ensure that all funds provided by this allocation are used to provide new services in integrated adult service programs in accordance with Part 3 of Division 5 of the Welfare and Institutions Code and as further provided under herein. The COUNTY shall further ensure that none of these funds are used to supplant existing services to severely mentally ill adults. Prior to the expenditure of these funds by any local provider, the COUNTY shall submit a work plan for approval from the State Department of Mental Health (Department). The work plan shall contain the following information for each provider.
 - a. The amount of contract funds to be expended and for what period.
 - b. The total number of unduplicated clients to be enrolled.
 - c. The maximum number of clients to be served at any one time.
 - d. The outreach methods to be used and the portion (if possible to identify) of funds used for this purpose.
 - e. The screening process employed to identify clients for continuing service.
2. The COUNTY shall ensure that state and federal requirements regarding tracking of funds are met, that patient records are maintained in such a manner as to protect privacy and confidentiality as required under federal and state law, and that staff training shall conform to Department guidelines, as specified.
3. The COUNTY shall ensure that it meets statutory provisions for each enrolled client concerning the service planning and delivery process, housing requirements, services for young adults, and services appropriate for women and those with children.
4. The COUNTY shall provide the Department monthly, or require its subcontractors to provide, the following information for each provider no later than thirty (30) days after the month being reported and in a format as specified by the Department.
 - a. The number of outreach contacts, the number of persons contacted in outreach efforts who appear to be severely mentally ill, as described in section 5600.3, and of those, the number who have refused service enrollment after all applicable outreach measures.
 - b. The baseline information for the twelve (12) months prior to enrollment for each new service member, including:
 - Demographics,
 - the number of members with prior mental health contact,
 - the number of hospitalizations,
 - the number of members with co-occurring substance abuse disorders,
 - the number of members with armed forces experience,
 - the number of arrests,
 - the number of days incarcerated,

- the number of days spent homeless,
 - the number of days employed full time and part time, and
 - whether the member had been on probation or parole.
- c. The number of enrolled persons being served.
- d. The number of enrolled persons who are able to maintain housing
- e. The number of enrolled persons who receive extensive community mental health services.
- f. The number of enrolled persons receiving federally funded veterans benefits.
- g. The number of enrolled persons on probation or parole and the number of incarcerations and days incarcerated.
- h. The number of enrolled persons hospitalized and the number of days of hospitalization.
- i. The number of enrolled persons employed full time and part time, competitively employed, in supported employment, and in vocational rehabilitation.
- j. The number of persons disenrolled.
- k. The number referred and served by COUNTY mental health plan services.
- l. The number of members newly qualified for third party payments.

1. **CONTROL REQUIREMENTS**

This Agreement is subject to all applicable Federal and State laws and regulations. The provisions of this Agreement are not intended to abrogate any provisions of law or regulation existing or enacted during the term of this Agreement.

2. **NONDISCRIMINATION PROVISION**

- A. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employees or applicants for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex.

CONTRACTOR shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination.

- B. CONTRACTOR agrees to the provisions of section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all Federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Welfare Agency, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated, May 4, 1977.

3. **USE/REPRODUCTION OF DATA**

The State and County reserve the right to use and reproduce all reports and data produced and delivered pursuant to this Agreement, and reserves the right to authorize others to use or reproduce such materials, unless of a confidential nature.

4. **STATUTORY/REGULATORY AMENDMENTS**

This Agreement is subject to any restrictions, limitations, or conditions enacted by the Legislature and contained in the Budget Act or any statute enacted by the Legislature which may affect the provisions, terms, or funding of this Agreement in any manner. COUNTY and CONTRACTOR mutually agree that if statutory or regulatory amendments occur during the term of this Agreement which affect this Agreement, both parties shall meet and confer regarding the changes and shall renegotiate the terms of this Agreement affected by the statutory or regulatory amendments.

5. **CONFIDENTIALITY OF RECORDS**

- A. CONTRACTOR shall protect from unauthorized disclosure, names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any client, or when disclosure is authorized by Federal or State statute.
- B. CONTRACTOR shall not use such identifying information for any purpose other than carrying out its obligations under this Agreement, except when disclosure is authorized by Federal or State statute.

6. **REVENUE COLLECTION POLICY**

CONTRACTOR shall conform to all policies and procedures regarding revenue collection issued by DMH under the provisions of the Welfare and Institutions Code, sections 5717 and 5718.

7. **EXPENDITURE OF STATE GENERAL FUNDS**

The COUNTY and its subcontractors agree that all funds paid out by the State pursuant to this Agreement shall be used exclusively for providing mental health services, including defraying operating and capital costs, and allowable COUNTY overhead (Welfare and Institutions Code, section 5705.2(c)[7]).

8. **ACCESS TO SERVICE**

The COUNTY and its subcontractors shall provide accessible and appropriate services in accordance with Federal and State statutes and regulations to all eligible clients.

9. **UTILIZATION REVIEW, QUALITY ASSURANCE/IMPROVEMENT AND QUALITY OF CARE**

- A. The COUNTY and its subcontractors shall establish and utilize systems to review the quality and appropriateness of services in accordance with applicable Federal and State statutes and regulations (sections 4070, 4071, 4072, and 5624 of the Welfare and Institutions Code; and sections 456.3, 456.4, and 456.6 of the Code of Federal Regulations (CFR) operative during the term of this Agreement).
- B. CONTRACTOR shall cooperate and participate with COUNTY in Quality Assurance/Improvement and Utilization Review Programs and grievance procedures, and comply with all final determinations rendered by the COUNTY'S Quality Assurance/Improvement and Utilization Review Programs, unless the decision is

reversed on appeal as set forth in the Fresno County Mental Health Plan Organizational Provider Manual, hereinafter referred to as "Provider Manual." COUNTY's adverse decisions regarding CONTRACTOR services to Medi-Cal consumers may result in the disallowance of payment for services rendered; or may result in additional controls to the delivery of services, or may result in the termination of this Agreement. COUNTY shall have the sole discretion in the determination of Quality Assurance/Improvement and Utilization Review outcomes, decisions and actions.

- C. CONTRACTOR may appeal a denied, terminated or reduced request for COUNTY authorization for payment of specialty mental health services to COUNTY. The written appeal shall be submitted to COUNTY within thirty (30) calendar days of the postmark date of the notification of denial ("non-approval") of payment, as provided by the "Provider Manual." The designated contact for appeal of adverse decisions is:
- Administrator (or designee)
Fresno County Human Services System
Mental Health Plan
P.O. Box 45003
Fresno, CA 93718-9886
(559)448-2796
- D. The State shall review the existence and the effectiveness of the COUNTY's and subcontractors utilization review systems in accordance with the applicable Federal and State laws and regulations.

10. STATE EVALUATION

The COUNTY and its subcontractors understand that the product(s) and the staff services provided in fulfillment of the requirements of this Agreement will be evaluated by the State in accordance with applicable Federal and State statutes and regulations.

11. RECORDS MAINTENANCE

- A. CONTRACTOR agrees to maintain books, records, documents, and other evidence necessary to facilitate monitoring of this Agreement.
- B. CONTRACTOR shall maintain adequate clinical and fiscal records relating to the patients served under the terms of this Agreement, as required, to meet the needs of the State in monitoring quality, quantity, and accessibility of services. Information on each individual patient shall include, but not be limited to, admission records, diagnostic studies and evaluations, patient interviews and progress notes, and records of services provided by various service locations, in sufficient detail and make possible an evaluation of services provided and compliance with this Agreement.

Medi-Cal Organizational Provider Standards

1. The organizational provider possesses the necessary license to operate, if applicable, and any required certification.
2. The space owned, leased or operated by the provider and used for services or staff meets local fire codes.
3. The physical plant of any site owned, leased, or operated by the provider and used for services or staff is clean, sanitary and in good repair.
4. The organizational provider establishes and implements maintenance policies for any site owned, leased, or operated by the provider and used for services or staff to ensure the safety and well being of beneficiaries and staff.
5. The organizational provider has a current administrative manual which includes: personnel policies and procedures, general operating procedures, service delivery policies, and procedures for reporting unusual occurrences relating to health and safety issues.
6. The organizational provider maintains client records in a manner that meets applicable state and federal standards.
7. The organization provider has staffing adequate to allow the County to claim federal financial participation for the services the Provider delivers to beneficiaries, as described in Division 1, Chapter 11, Subchapter 4 of Title 9, CCR, when applicable.
8. The organizational provider has written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.
9. The organizational provider has as head of service a licensed mental health professional or other appropriate individual as described in Title 9, CCR, sections 622 through 630.
10. For organizational providers that provide or store medications, the provider stores and dispenses medications in compliance with all pertinent state and federal standards. In particular:
 - A. All drugs obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.
 - B. Drugs intended for external use only or food products are stored separately from drugs for internal use.
 - C. All drugs are stored at proper temperatures, room temperature drugs at 59-86 degrees F and refrigerated drugs at 36-46 degrees F.

- D. Drugs are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.
- E. Drugs are not retained after the expiration date. IM multi-dose vials are dated and initialed when opened.
- F. A drug log is maintained to ensure the provider disposes of expired, contaminated, deteriorated and abandoned drugs in a manner consistent with state and federal laws.
- G. Policies and procedures are in place for dispensing, administering and storing medications.

CLAIMS CERTIFICATION

I HEREBY CERTIFY under penalty of perjury that I am an official responsible for the administration of Mental Health Services for: **Turning Point of Central California, d.b.a. HOME Center**, hereinafter referred to as "Provider," that I have not violated any of the provisions of Section 1090 through 1098 of the Government Code; that the amount for which reimbursement is claimed herein is in accordance with Chapter 3, Part 2, Division 5 of the Welfare and Institutions Code; and that to the best of my knowledge and belief this/these claim(s) is/are in all respects true and correct, and in accordance with the law. Provider agrees and shall certify under penalty of perjury that all claims for services provided to Fresno County mental health clients have been provided to the clients by Provider. The services were, to the best of my knowledge, provided in accordance with the client's written treatment plan. I shall also certify that all information submitted to Fresno County is accurate and complete. I understand that payment of these claims will be from Federal and/or State funds and any falsification or concealment of a material fact may be prosecuted under Federal and/or State Laws. Provider agrees to keep for a minimum period of seven (7) years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Provider agrees to furnish these records and any information regarding payments received for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives. Amounts claimed herein for the Healthy Families program are only for children between the ages of one(1) year old to their nineteenth (19) birthday who were assessed or treated for a serious emotional disturbance (SED). Provider also agrees that services were offered and provided without discrimination based on race, religion, color, national or ethnic origin, gender, age or physical or mental disability.

I HEREBY CERTIFY under penalty of perjury to the following: An assessment of the beneficiary was conducted in compliance with the requirements established in the Mental Health Plan (MHP) contract with the California Department of Mental Health (DMH); the beneficiary was eligible to receive Medi-Cal services at the time the services were provided to the beneficiary; the services included in the claim(s) were actually provided to the beneficiary; medical necessity was established for the beneficiary as defined under Title 9 California Code of Regulations, Division 1, Chapter 11, for the service or services provided for the timeframe in which the services were provided; a client plan was developed and maintained for the beneficiary that met all client plan requirements established in the MHP contract with the DMH; for each beneficiary with day rehabilitation, day treatment intensive or EPSDT supplemental specialty mental health services included in the claim all requirements for MHP payment authorization in the MHP contract for day rehabilitation, day treatment intensive and EPSDT supplemental specialty mental health services were met and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in the MHP contract with the DMH.

Attestation for services posted in COUNTY's mental health billing system by provider during the month/year of: _____

Name (Print) _____

Signature _____ Date _____

Title _____

(Must be the CEO, CFO, Administrator or Clinical Director)

Provider MUST complete this form and mail to FRESNO COUNTY HSS BUSINESS OFFICE, P.O. BOX 11800, FRESNO, CA. 93775, ATTENTION: NATALIE CLARK, BUSINESS MANAGER
1309fasx