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**DEPARTMENT OF BEHAVIORAL HEALTH  
CONTRACT DISTRIBUTION FORM**

**From: Martha Sears, Staff Analyst**

**Contract: Turning Point of Central California dba HOME - Amendment IV, A-05-472**

**Term: Effective October 1, 2005**

**Date: 10/3/05**

<input type="checkbox"/>	Aguiniga, Lola	Division Manager - Regional Services
<input checked="" type="checkbox"/>	Aguirre, Leo	Principal Accountant, Auditor – Human Services
<input type="checkbox"/>	Anthony, Reneeta	Principal Staff Analyst - Substance Abuse
<input type="checkbox"/>	Clark, Natalie	Billing & Collections
<input type="checkbox"/>	Chavez, David	Senior Staff Analyst – Language Access Services
<input type="checkbox"/>	Davilla, Gayle	Principal Staff Analyst - Community Health
<input checked="" type="checkbox"/>	DiNoto, Debbie	Division Manager - Community Integration
<input type="checkbox"/>	Dodd, Grace	Interim Division Manager – Managed Care
<input type="checkbox"/>	Gomes, Grace	Program Manager - Senior Care & Specialty
<input type="checkbox"/>	Gonsalves, Sue	Interim Division Manager - Intensive Services
<input type="checkbox"/>	Gregg, Dennis	Deputy Director – Department of Children & Family Services
<input type="checkbox"/>	Hornback, Julie	Director – Department of E&TA
<input type="checkbox"/>	Koch, Dennis	Deputy Director – Administrator Alcohol and Drug Program
<input type="checkbox"/>	Laird, George "Bud"	Division Manager - Metro Services
<input type="checkbox"/>	Levy, M.D., Lawrence	Medical Director
<input type="checkbox"/>	Moreno, M.D., Ed	Interim Director – Department of Community Health
<input type="checkbox"/>	Nguyen, R.N., M.S.N., Giang	Interim Director - Department of Behavioral Health
<input type="checkbox"/>	Pascua, Marlene	Principal Staff Analyst - Department of E&TA
<input type="checkbox"/>	Patterson, Paul	Principal Staff Analyst – Personnel, DBH
<input type="checkbox"/>	Prado, Joe	Senior Staff Analyst, Department of Community Health
<input type="checkbox"/>	Rogozinski, MaryAnn	Principal Staff Analyst - Department of Behavioral Health
<input type="checkbox"/>	Santiago, Gloria	Supervising Office Assistant, Administration
<input type="checkbox"/>	Sebastian, Joseph K.	Assistant Director - Department of Behavioral Health
<input type="checkbox"/>	Taylor, Donna	Compliance Officer
<input type="checkbox"/>	Thompson, Susan	Deputy Director, Department of Behavioral Health
<input type="checkbox"/>	Torrez, Frank	Assistant Director - Department of Behavioral Health
<input type="checkbox"/>	Zomalt, Gary	Director - Department of Children & Family Services
<input checked="" type="checkbox"/>	Escobedo, Francisco	Staff Analyst
<input type="checkbox"/>		Clerk, Board of Supervisors
<input type="checkbox"/>		Purchasing
<input type="checkbox"/>		Auditor- General Accounting
<input type="checkbox"/>		
<input type="checkbox"/>		



## Agenda Item

# 35

RECEIVED

SEP 29 2005

BEHAVIORAL HEALTH CONTRACTS

DATE: September 27, 2005  
TO: Board of Supervisors  
FROM: Giang T. Nguyen, Interim Director, Department of Behavioral Health  
SUBJECT: Assembly Bill 2034 (Steinberg) Grant Funds for Homeless Mentally Ill

### RECOMMENDED ACTION:

**Approve and authorize the Chairman to execute Amendment IV to Agreement with Turning Point of Central California, Inc., to provide comprehensive services to homeless consumers effective October 1, 2005 through December 31, 2005 (\$290,997).**

Approval of the recommended action 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, with no increase in net County cost.

### FISCAL IMPACT:

There is no increase in net County cost associated with the recommended action. The recommended action will increase the maximum compensation from \$2,268,204 to \$2,559,201. Sufficient appropriations of \$290,997 are included in the adopted FY 2005-06 Department of Behavioral Health Organization 56302034 and are financed with AB 2034 allocation funds.

### REGIONAL JOBS INITIATIVE IMPACT:

The recommended action has an indirect impact on regional jobs as the HOME Center, a program operated by Turning Point of Central California, Inc. (Turning Point), to serve AB 2034 consumers, is located in Fresno County and through this recommendation, will support 11 program staff.

ADMINISTRATIVE OFFICE REVIEW

BOARD ACTION: DATE September 27, 2005

*Betty Brown*  
APPROVED AS RECOMMENDED

Page 1 of 2

OTHER



Official Action of  
Board of Supervisors

Deputy

UNANIMOUS ☒ ANDERSON \_\_\_\_\_ CASE \_\_\_\_\_ LARSON \_\_\_\_\_ PEREA \_\_\_\_\_ WATERSTON \_\_\_\_\_

DISCUSSION:

In January 2001, your Board accepted a three-year grant award of \$5.4 million from the State Department of Mental Health (DMH) to serve adults with serious mental illness, who were homeless or at risk of being homeless or incarcerated. Fresno County was one of 24 counties and two cities awarded grants through Assembly Bill 2034 (Steinberg). The success of these innovative programs during the past four years has resulted in ongoing funding and AB 2034 is now included in the County's annual allocation from the State.

The county has contacted the State DMH and received an informal notification of allocation (\$1,833,600) for FY 2005-06. The Department of Behavioral Health (DBH) anticipates receiving a formal allocation letter by mid October 2005. The recommended action will increase funds by \$290,997 through December 2005 for a maximum compensation of \$2,559,201 and allow for continued services through Turning Point.

In collaboration with Turning Point, the AB 2034 HOME Center program provides services for 143 consumers. Services include but not limited to case management, 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, community integration, program oversight and outcome reporting.

In December 2003, your Board approved an Agreement with Turning Point to continue as the service provider from January 1, 2004 through December 31, 2004. An Amendment to extend Turning Point services through March 31, 2005 was approved by your Board in December 2004. A second Amendment to allow for exception to county standard insurance requirement was approved by your Board on March 1, 2005. The third Amendment to extend the Agreement through September 30, 2005 was approved by your Board on March 29, 2005. The recommended action allows for a fourth Amendment to extend continued services through December 31, 2005 to allow staff sufficient time to complete a program and operational evaluation. The recommended Amendment can be terminated without cause upon giving 30 days advance written notice.

GTN:fme

AMENDMENT IV TO AGREEMENT

THIS AMENDMENT, hereinafter referred to as Amendment IV, is made and entered into this 27<sup>th</sup> day of September, 2005, 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 S. Atwood St., Visalia, CA 93277, hereinafter referred to as "CONTRACTOR" (collectively the "parties").

WHEREAS, the parties entered into that certain Agreement, identified as COUNTY Agreement No. A-03-687, effective January 1, 2004, Amendment I to that Agreement effective January 1, 2005, Amendment II to that Agreement effective March 1, 2005 and Amendment III to that Agreement effective April 1, 2005 hereinafter collectively referred to as COUNTY Agreement No. A-03-687, whereby CONTRACTOR agreed to provide supportive services for Fresno County homeless individuals or individuals at risk of being homeless or are at risk of incarceration and are eligible to receive AB 2034 services; and

WHEREAS, the parties desire to amend the Agreement regarding changes as stated below and restate the Agreement in its entirety.

NOW, THEREFORE, in consideration of their mutual promises, covenants and conditions, hereinafter set forth, the sufficiency of which is acknowledged, the parties agree as follows:

1. That the existing COUNTY Agreement No. A-03-687, Page Two (2), beginning with Paragraph Two (2), Line Seventeen (17) with the word "This" and ending on Line Eighteen (18) with number "2005", as previously amended by Amendment I, II and III, be deleted and the following inserted in its place:

**"2. TERM**

This Agreement shall become effective on the 1<sup>st</sup> day of January 2004 and shall terminate on the 31<sup>st</sup> day of December 2005."

2. That the existing COUNTY Agreement No. A-03-687, Page Three (3), beginning with Paragraph Four (4), Line Eighteen (18), with the letter "A." and ending on Page Four (4), Line

1 Eighteen (18), with the word "billings," as previously amended by Amendment I, II and III be deleted  
2 and the following inserted in its place:

3 "4. COMPENSATION

4 A. For services provided by CONTRACTOR, pursuant to the terms and  
5 conditions of this Agreement, COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees  
6 to receive compensation based on the budget identified in Revised Exhibit B-2, attached hereto and by  
7 this reference incorporated herein. For the period of January 1, 2004 through June 30, 2004,  
8 COUNTY shall pay CONTRACTOR at the rate of Ninety Thousand Six Hundred Thirty-Eight and  
9 No/100 Dollars (\$90,638.00) per month or proration thereof. For the period beginning July 1, 2004  
10 through December 31, 2004, COUNTY shall pay CONTRACTOR at the rate of One Hundred  
11 Thirteen Thousand Three Hundred Fifty-Nine and 17/100 (\$113,359.17) per month or proration  
12 thereof. For the period of January 1, 2005 through March 31, 2005, COUNTY shall pay  
13 CONTRACTOR at the rate of One Hundred Nine Thousand Twenty-Five and 83/100 Dollars  
14 (\$109,025.83) per month or proration thereof. For the period beginning April 1, 2005 through June  
15 30, 2005, COUNTY shall pay CONTRACTOR at the rate of One Hundred Twenty-Seven Thousand  
16 Eight Hundred Fifty Five and 26/100 Dollars (\$127,855.26) per month or proration thereof. For the  
17 period July 1, 2005 through September 30, 2005, COUNTY shall pay CONTRACTOR at the rate of  
18 One Hundred Eleven Thousand One Hundred Ninety Two and 50/100 Dollars (\$111,192.50) per  
19 month or proration thereof. For the period October 1, 2005 through December 31, 2005, COUNTY  
20 shall pay CONTRACTOR at the rate of Ninety Six Thousand Nine Hundred Ninety Nine and 11/100  
21 Dollars (\$96,999.11) per month or proration thereof. In no event shall total compensation for all  
22 actual services performed under this Agreement be in excess of Two Million Five Hundred Fifty Nine  
23 Thousand Two Hundred One and 10 /100 Dollars (\$2,559,201.10) during the term of this Agreement.  
24 It is understood that expenses incidental to CONTRACTOR's performance of services under this  
25 Agreement shall be borne by CONTRACTOR, except as described below under Paragraph 4.C of this  
26 Agreement.

27 Payments by COUNTY shall be in arrears, for services provided during the preceding  
28 month, within forty-five (45) days after receipt and verification of CONTRACTOR's invoices by



COUNTY's DBH, Division Manager, Community Integration Services. In addition, it is understood by CONTRACTOR that after ninety (90) days of the expiration of each term of this Agreement or termination of this Agreement, at the discretion of COUNTY's DBH Director or designee, COUNTY reserves the right to deny payment of any additional invoices received. If CONTRACTOR should fail to comply with any provision of this Agreement, COUNTY shall be relieved of its obligation for further compensation.

B. In addition, for services provided by CONTRACTOR under the terms and conditions of this Agreement, CONTRACTOR shall receive payment from the State Medi-Cal Federal Participation Program (FFP) through COUNTY for actual services provided by CONTRACTOR's staff or contracted providers to consumers eligible for Medi-Cal. COUNTY shall invoice Medi-Cal on behalf of CONTRACTOR. FFP revenue received by COUNTY shall be distributed in the following manner: COUNTY shall retain ten percent (10%) for invoicing and processing and five percent (5%) for Medi-Cal disallowances. Eighty-five percent (85%) shall be paid by COUNTY to CONTRACTOR to offset costs for actual services provided under the terms and conditions of this Agreement. CONTRACTOR shall not receive a Schedule of Maximum Allowance (SMA) higher than COUNTY's recovery from the State. Payments by COUNTY from Medi-Cal FFP shall be made forty five (45) days following receipt of CONTRACTOR's monthly invoice detailing services rendered to Medi-Cal recipients and entered in COUNTY's billing system. The invoice shall be in a format approved by COUNTY. COUNTY shall perform a year-end reconciliation within ninety (90) days following the end of each fiscal year and verify all invoices with COUNTY billing records. Any overpayment or underpayment by COUNTY to CONTRACTOR shall be handled through the cost settlement process."

4. That all references in existing COUNTY Agreement NO. A-03-687 to Revised Exhibit B1 is changed to read Revised Exhibit B-2, as appropriate, attached hereto and incorporated herein.

7. Except as otherwise provided in this Amendment IV, all other provisions of existing COUNTY Agreement No. A-03-687, Amendment I, II, and III remain unchanged and in full force and effect. This Amendment IV shall become effective October 1, 2005.

///

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

3 ATTEST:

4 **CONTRACTOR:**

5 **TURNING POINT OF**

6 **CENTRAL CALIFORNIA, INC.**

**COUNTY OF FRESNO**

7 By: J. Jeff Fly

8 Print Name: J. Jeff Fly

9 Title: CEO

10 Chairman of Board, or President,  
11 or any Vice President

12 Date: 9-12-05

By: Quentin J. Cas

Chairman, Board of Supervisors

Date: 9-27-05

BERNICE E. SEIDEL, Clerk  
Board of Supervisors

14 By: W. LINSTAD

15 Print Name: W. LINSTAD

16 Title: CHIEF OPERATING OFFICER

17 Secretary (of Corporation), or  
18 any Assistant Secretary, or  
19 Chief Financial Officer, or  
20 any Assistant Treasurer

21 Date: 9/12/05

By: Sherril Lewis, Deputy

Date: 9-27-05

**PLEASE SEE ADDITIONAL  
SIGNATURE PAGE ATTACHED**

22 Tax I.D. No.: 94-1719862

23 Mailing Address:

24 615 S. Atwood Street

25 Visalia, CA 93277

26 Phone No.: (559) 732-8086

27 Contact: Chief Executive Officer

1 APPROVED AS TO ACCOUNTING FORM:  
2 VICKI CROW, C.P.A., AUDITOR-CONTROLLER/  
3 TREASURER-TAX COLLECTOR

4 By: 


5 Date: 9/15/05

6  
7 APPROVED AS TO LEGAL FORM:  
8 DENNIS A. MARSHALL, COUNTY COUNSEL

9  
10 By: 

11 Date: 9/13/05

12 REVIEWED AND RECOMMENDED FOR  
13 APPROVAL:

14  
15 By:   
16 Giang T. Nguyen, RN, MSN  
17 Interim Director, Department of Behavioral Health

18 Date: 13 September 2005

19 Fund/Subclass: 0001/10000  
20 Organization: 56302034(\$2,559,201)  
21 Account/Program: 7294/0

22 0124dbh  
23 mas



TURNING POINT OF CENTRAL CALIFORNIA, INC.  
January 1, 2004 through December 31, 2005  
H.O.M.E

Revised Exhibit B-2  
Page 1 of 2

		1/1/04-9/30/05		10/1/05-12/31/05	GRAND TOTAL 1/1/04-12/31/05
<b>WAGES:</b>	<b>F.T.E.</b>		<b>F.T.E.</b>		
Billing Records Technician	2.00	89,008.14	0.68	\$ 16,266.09	105,274.23
Bookkeeper	0.60	28,004.68	0.18	5,521.68	33,526.36
Client Monitor	4.00	119,621.09	1.00	18,900.11	138,521.20
Facility Supervisor	1.00	46,159.20	0.00	0.00	46,159.20
Housing Coordinator	0.50	35,471.88	0.00	0.00	35,471.88
Mental Health Clinician	0.50	79,794.29	0.13	6,946.55	86,740.84
Maintenance Worker	0.08	3,600.00	0.00	0.00	3,600.00
Nurse	1.00	47,447.93	0.25	8,569.57	56,017.50
On Call / Call Back	0.00	16,200.00	0.00	2,500.00	18,700.00
Personal Service Coordinator	11.00	524,102.37	2.75	78,803.23	602,905.60
Program Director	1.00	82,123.78	0.13	8,072.90	90,196.68
Regional Executive Director	0.00	0.00	0.13	10,047.69	10,047.69
Deputy Regional Executive Director	0.50	58,684.14	0.00	0.00	58,684.14
Secretary	1.00	30,600.94	0.25	5,523.69	36,124.63
U. R. C. Coordinator	0.20	2,737.51	0.00	0.00	2,737.51
	<b>23.38</b>	<b>1,163,555.94</b>	<b>5.50</b>	<b>161,151.51</b>	<b>1,324,707.45</b>

**BENEFITS & PAYROLL TAXES:**

F. I. C. A.	88,506.20	\$ 12,328.09	100,834.29
S. U. I.	16,687.85	1,702.07	18,389.92
Workers Comp. Insurance	38,539.19	13,568.96	52,108.15
Retirement	36,218.12	5,046.28	41,264.40
Health & Dental Insurance	309,624.08	30,343.57	339,967.65
	<b>489,575.46</b>	<b>62,988.97</b>	<b>552,564.42</b>

**OPERATING EXPENSES:**

Employee Travel & Per Diem	16,409.68	1,416.67	17,826.35
Office Supplies	14,897.68	1,393.67	16,291.35
Program Supplies	7,599.06	250.00	7,849.06
Food	12,605.29	0.00	12,605.29
Furniture & Equipment Purchase	1,868.24	0.00	1,868.24
Furniture & Equipment Maintenance/Auto Maintant	38,446.07	7,750.00	46,196.07
Building Rent	91,791.00	11,700.75	103,491.75
Building Maintenance	21,000.00	3,000.00	24,000.00
House Supplies	4,274.65	250.00	4,524.65
Communications	56,338.92	6,000.00	62,338.92
Utilities	45,906.34	3,000.00	48,906.34
Dues & Subscriptions	115.25	125.00	240.25
Insurance	31,500.00	1,875.00	33,375.00
Postage	1,032.58	250.00	1,282.58
Photocopy & Outside Printing	5,250.00	500.00	5,750.00
Staff Training & Education	3,500.00	1,750.00	5,250.00
Legal & Audit Expense	7,000.00	750.00	7,750.00
Recruitment	5,311.43	750.00	6,061.43
Employee Morale	0.00	750.00	750.00
O/S Labor - Psychiatrist	68,470.00	13,000.00	81,470.00
O/S Labor - Transcription	315.00	0.00	315.00
Client Activities & Recreation	9,887.64	1,875.00	11,762.64
Client Personal Needs	31,596.94	5,000.00	36,596.94
Client Transportation	23,739.07	2,750.00	26,489.07

TURNING POINT OF CENTRAL CALIFORNIA, INC.  
January 1, 2004 through December 31, 2005  
H.O.M.E

Revised Exhibit B-2  
Page 2 of 2

Client Medical & Therapy	7,933.41	1,750.00	9,683.41
Client Housing Assistance	742,037.79	96,000.00	838,037.79
Miscellaneous	6,500.00	2,850.00	9,350.00
	<b>1,255,326.04</b>	<b>164,736.09</b>	<b>1,420,062.13</b>
Administration Support	180,811.37	33,699.60	214,510.97
<b>TOTAL EXPENSES</b>	<b>3,089,268.79</b>	<b>422,576.17</b>	<b>3,511,844.96</b>
<b>REVENUES:</b>			
Fresno County (AB 2034)	2,268,203.78	290,997.32	2,559,201.10
Client Rent /Fees	236,864.01	24,000.00	260,864.01
Medi-Cal	584,201.00	107,578.85	691,779.85
<b>TOTAL REVENUES</b>	<b>3,089,268.79</b>	<b>422,576.17</b>	<b>3,511,844.96</b>