

**FIRST AMENDMENT TO  
TULARE COUNTY AGREEMENT NO. 28317**

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**THIS FIRST AMENDMENT** ("Amendment") to Tulare County Agreement Number 28317 (the "Agreement") is entered into by and between the **COUNTY OF TULARE** ("COUNTY") and **Lindsay Unified School District Family Resource Center** ("CONTRACTOR") as of \_\_\_\_\_, with reference to the following:

A. The COUNTY and CONTRACTOR entered into the Agreement on July 1, 2017, for the purpose of providing a community based family strengthening service to promote the safety and well-being of children and their families;

B. COUNTY and CONTRACTOR now wish to amend the Agreement in order to increase the maximum amount of the agreement and replace and supersede the prior Exhibits, A, A-1, A-2, A-3 and B, to reflect the increase in funding.

**ACCORDINGLY, COUNTY and CONTRACTOR agree as follows:**

1. This First Amendment becomes effective as of February 1, 2018.
2. Effective upon signature, Exhibits A, A-1, A-2, A-3 and B attached hereto, replace and supersede the prior Exhibits A, A-1, A-2, A-3, and B, which Exhibits are made a part of this Agreement by reference.
3. Except as provided above, all other terms and conditions of the Agreement shall remain in full force and effect.

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FIRST AMENDMENT TO  
TULARE COUNTY AGREEMENT NO. 28317

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

LINDSAY UNIFIED SCHOOL DISTRICT FAMILY RESOURCE CENTER

Date 5/10/18

By [Signature]

Print Name Grant Schimelpfenig

Title ABD

Date 5/10/18

By [Signature]

Print Name Lana Brown

Title Deputy Superintendent

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date \_\_\_\_\_

By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST: MICHAEL C SPATA  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By \_\_\_\_\_  
Deputy Clerk

Approved as to Form:  
County Counsel

By [Signature] 5/17/18  
Deputy

Matter # 2018389

## Exhibit A

Lindsay Unified School District  
Family Resource Center  
400 E Hermosa  
Lindsay, CA 93247  
(559) 562-5111  
Linda Ledesma  
[lledesma@lindsay.k12.ca.us](mailto:lledesma@lindsay.k12.ca.us)

### Differential Response Pre and Post Services Professional Service Agreement

**Fiscal Years:** July 1, 2017 – June 30, 2018

**Fund Amount:** \$156,000

#### Services to be Performed and Location

Contractor to perform a community-based family support and preservation service to promote the safety and well-being of children and their families; increase strength and stability of families; increase parent's confidence in their parenting abilities; afford children a safe, stable and supportive family environment; strengthen parental relationships; and otherwise enhance child development. Services may include but are not limited to parent education and information and referral services. Services may also include transportation to and from any of the services and activities described above. Services must utilize an intensive, family-centered, strengths-based approach to serving families. Services must be evidence-based or promising-practice as appropriate.

Contractor shall operate a Family Resource Center Differential Response Pre and Post Services Program, partnering with Child Welfare Services (CWS) to provide services to families appropriate for Differential Response Pre and Post Services. Contractor shall leverage community resources and collaborate with community organizations. Services shall be provided in English and Spanish and be culturally appropriate. Contractor shall provide an interpreter to clients that speak a language other than English or Spanish. Contractor shall serve families within the Lindsay Unified School District, to include the communities of Exeter, Strathmore, and Tooleville.

#### Pre Services

Pre Services target population includes children and youth at-risk of child abuse or neglect in Tulare County that have been referred by Tulare County CWS through the Differential Response Multi-Disciplinary Team. Pre Services is a strategy that allows Tulare County CWS to work with the Lindsay Family Resource Center to provide services to families at-risk of child abuse or neglect. These are families that have been reported to CWS but do not meet the requirements to open a CWS case; however, these families are at-risk of child abuse and neglect and in-need of services.

Pre services must be designed to provide pre-placement, preventative care to families who are experiencing stress; improve parenting skills with respect to matters such as child development and coping with stress; increase parents' confidence and competence in their parenting abilities; and afford children a safe, stable and supportive family environment. Services shall include

## Exhibit A

direct services and activities to both the child and the parent or primary caregiver of a child. Differential Response Pre Services shall be provided voluntarily or by referral if necessary, and shall not exceed six months unless approved so by CWS. Services shall include, but are not limited to, joint response with CWS and/or by contractor only, home visitation, parent education and support, information and referral services, and individual or group counseling.

**Differential Response Pre Services Program** will be addressed through this partnership as described:

Through this partnership, **CWS** shall:

1. Provide referrals of eligible families to the Contractor;
2. Provide Differential Response information to the Contractor in compliance with protocol established by CWS;
3. Actively participate with Contractor to continue the development of a countywide Differential Response system by increasing community awareness of Differential Response and working with the Differential Response team to establish policies and protocols;
4. Attend bi-monthly Multi-Disciplinary Team (MDT) meetings;
5. Conduct joint response efforts to clients with Contractor;
6. Utilize quarterly reports received from the contractor to track recidivism outcomes for families referred to the Contractor; and
7. Enter referrals for all eligible families into the County's Child Welfare Services, Case Management System.

Through this partnership, the **Contractor** shall:

1. Implement a Differential Response program that incorporates CWS protocols and required outcomes;
2. Actively participate with CWS to continue the development of a countywide Differential Response system by increasing community awareness of Differential Response and working with the Differential Response team to establish policies and protocols;
3. Attend bi-monthly Multi-Disciplinary Team (MDT) meetings;
4. Provide monthly, bi-yearly, and yearly data for families served, as required by CWS;
5. Develop a service delivery plan for each family, including detailed information on agreed-upon activities such as referrals to other agencies, recommended parenting education classes, etc;
6. Keep records on each family served. Records may include, but are not limited to: a copy of the service delivery plan, a chronological list of all contacts with a summary of topics discussed and/or services provided, as well as follow-up, compliance, and outcome information;
7. Connect at-risk children and families to evidence-based services and programs in their community by linking families to appropriate resources and services based on specific needs;
8. Follow-up on referrals and monitor progress for each family served;
9. Collaborate and coordinate, as appropriate, with service providers of parenting education classes and other applicable services to facilitate access for families to needed services;
10. Refer family back to CWS if the alleged allegation of abuse or neglect continues to occur or a new allegation of abuse or neglect is discovered;

## Exhibit A

11. Conduct joint response efforts to clients with CWS as a community partner when requested by CWS; and
12. Attend CPPC meetings to make presentations on Differential Response.

### **Post Services**

Post Services target population includes children and families in Tulare County involved with Child Welfare Services or who are reunifying within 15 months from the date the child is considered to have entered foster care. Services shall include direct services and activities to both the child and the family as identified by the service and needs assessment at the point of referral from CWS. Services shall be provided by referral only. Services shall include, but are not limited to, home visitation, substance abuse relapse prevention, parent education and support, case management, information and referral services, individual or group counseling, and assistance with basic needs (not an all-inclusive list of services or activities that might be needed by the child and/or family).

Supportive services under Post Services may be provided to a child that is removed from their home and placed in a foster family home or a child care institution, and to the parents or primary caregiver of such a child, in order to facilitate the reunification of the child, safely, appropriately and in a timely fashion during the 15 month period that begins on the date the child is considered to have entered foster care.

**Differential Response Post Services Program** will be addressed through this partnership as described:

Through this partnership, **CWS** shall:

1. Provide referrals of eligible families to the Contractor;
2. Organize an exit meeting with CWS, the referred family, and the Contractor prior to reunification to develop an aftercare plan; and
3. Meet with the Contractor regularly to provide support and monitor outcomes.

Through this partnership, the **Contractor** shall:

1. Provide a Time-Limited Family Reunification Aftercare Program that incorporates evidence-based practices as well as CWS protocols, policies, and required outcomes;
2. Actively participate with CWS to provide Time-Limited Family Reunification Aftercare Program policies and protocols;
3. Attend an exit meeting with CWS and the referred family prior to reunification;
4. Work collaboratively with the family to develop a needs-driven aftercare plan for each referred family;
5. Have a strong understanding of available resources in Tulare County to connect families to support services;
6. Collect and maintain data on the clients served by the Differential Response Post Services Program and provide this information to CWS as requested; and
7. Attend and participate in meetings with CWS as needed.

## Exhibit A

### **Evidence-Based/Promising-Practice**

Contractor shall refer clients to the following evidence-based/promising-practice services, as appropriate:

1. SafeCare;
2. Parenting Wisely;
3. Parent Child Interaction Therapy (PCIT); and
4. Other appropriate evidence-based/promising-practice practices.

Contractor shall administer evidence-based/promising-practice pre and post assessment tools to clients. Contractor shall administer the Protective Factor Survey pre and post assessments with Differential Response pre and post families. This will be standardized with all Differential Response providers.

Contractor shall ensure that Differential Response Pre and Post Services Program staff members are properly trained in all applicable evidence-based and promising-practice models they are delivering.

### **Target Population**

The target population of the Differential Response Pre and Post Program is families who are at-risk of child abuse or neglect in Tulare and surrounding cities and unincorporated communities referred to the Contractor by Child Welfare Services.

### **Program Participants or Clients to be Served**

Contractor agrees to deliver services to program participants as described in Table 1 below. Contractor shall maintain all necessary sign-in sheets and program documentation.

**Table 1**

Children 0-5	Children 6-18	Children Special Needs	Adults	Families
25	25		25	25

### **Referral Process and Client Contact**

CWS will refer clients to the Differential Response Pre and Post Services program utilizing the Differential Response Pre and Post Client Referral Form. Contractor shall acknowledge receipt of referral to CWS within 48 hours and make a face-to-face visit with client within 10 working days.

### **Goals**

The goals of the Differential Response Program are as follows:

1. Promote and implement strength-based best practices throughout the system and continuum of care from prevention through aftercare;
2. Connect at-risk children and families to evidence-based services and programs in their community by linking families to appropriate resources and support services based on specific needs;

## Exhibit A

3. Establish and expand community supports that build resiliency and are responsive to the needs of families;
4. Share resources, data, and decision-making between and across all agencies to better support families and children;
5. Have families express satisfaction with the efficacy of Differential Response Pre and Post services; and
6. Have family's successfully complete Differential Response Pre and Post services.

### **Outcomes**

Contractor shall measure client satisfaction and engagement outcomes, as required by the County Five Year Child Abuse Prevention Plan. Contractor shall maintain outcome tools and surveys on file for inspection by the County Liaison and representatives of the Office of Child Abuse Prevention.

Contractor shall use a tracking mechanism to monitor the Differential Response Program short-term, intermediate, and long-term outcomes outlined in the logic model (Exhibit A-1). Outcome measures must be quantifiable and must be evaluated using pre and post evidence-based or promising-practice tools whenever appropriate. Contractor shall report on all logic model outcomes.

Contractor shall use the Differential Response Tracking Log to monitor the outcomes below. Outcome measures must be quantifiable and must be evaluated using pre and post evidence-based or promising-practice tools whenever appropriate. The outcomes of the Differential Response Program are (County may adjust outcome measures as baseline data is collected):

### **Differential Pre Services**

1. Contractor shall successfully engage and open DR Pre Service cases with 70% of families referred to the program;
2. Contractor shall successfully refer 60% of families with an open Differential Response case to one or more support services. Half of these referrals shall be to evidence-based services;
3. Contractor shall refer 60% of families with an open Differential Response case to two or more support services. Half of these referrals shall be to evidence-based services;
4. Contractor must successfully complete 60% of open Differential Response cases;
5. 60% of families that successfully complete Differential Response will not be re-referred to the CWS system for the same issues within 18 months of completion;
6. Contractor shall have representation at 95% of all Multi-Disciplinary Team meetings; and
7. Contractors shall maintain an 85% client satisfaction rate.

### **Differential Response Post Services**

1. Contractor shall successfully engage and open DR Post Services cases with 70% of families referred to the program;
2. Contractor shall refer 60% of families to one or more support services. Half of these referrals shall be to evidence-based services;
3. Contractor shall refer 60% of families to two or more support services. Half of these referrals shall be to evidence-based services;
4. Contractor must successfully complete 60% of post services cases;

## Exhibit A

5. 60% of families that successfully complete post services program will not be re-referred to the CWS system for the same issues within 18 months of completion;
6. Contractor shall have representation at 95% of all Multi-Disciplinary Team meetings; and
7. Contractors shall maintain an 85% client satisfaction rate.

### **Deliverables**

Contractor shall submit the following reports documenting program progress and clients completing services at mid-year, no later than January 15, 2018:

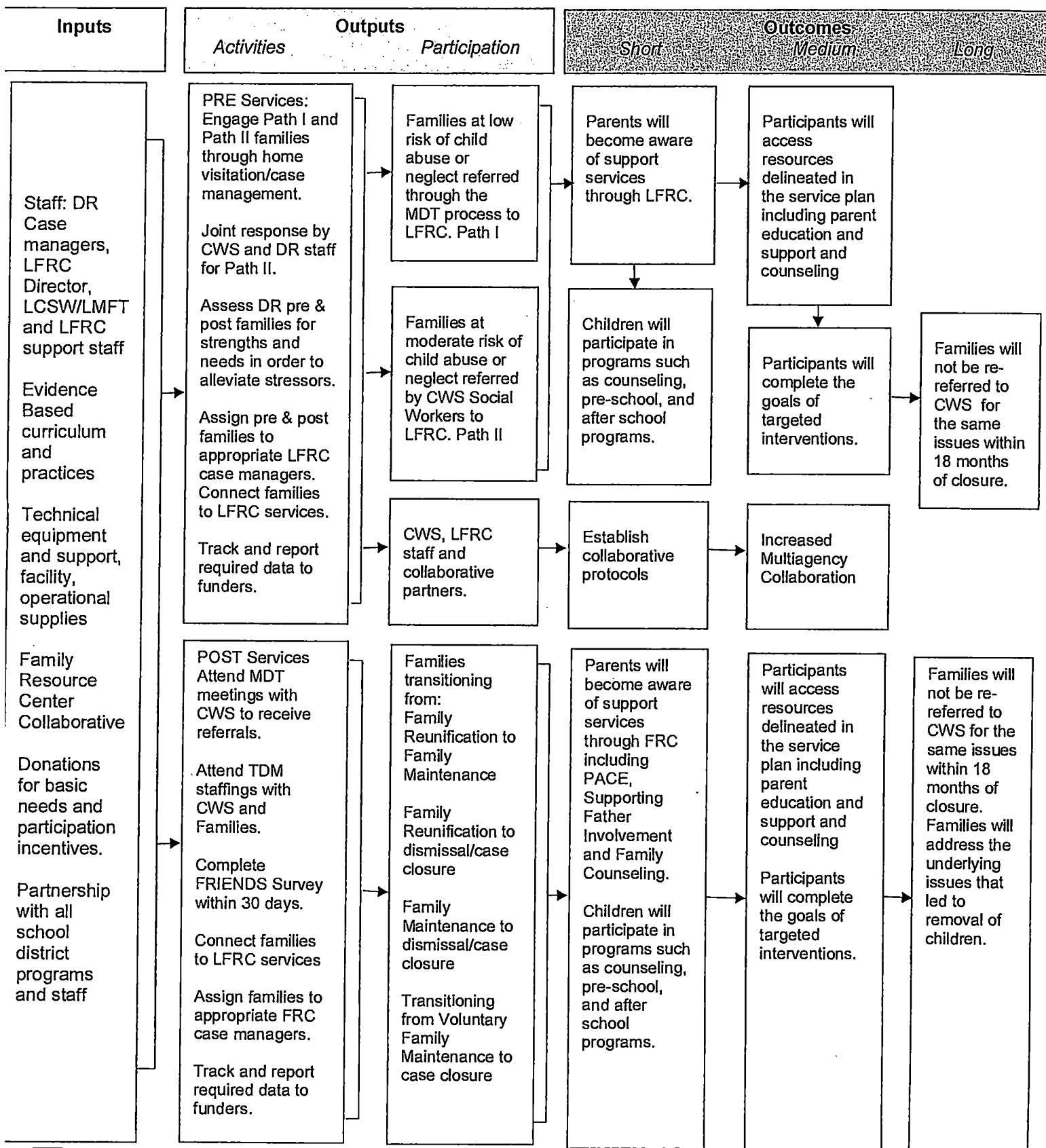
1. Program Narrative Report
2. Service Goals and Outcomes Summary Report (Exhibit A-2)
3. OCAP Report (Exhibit A-3)
4. Logic Model Matrix Report
5. Differential Response Log
6. Protective Factor Survey results

Contractor shall submit the following reports documenting program progress and clients completing services at year end, no later than July 15, 2018:

1. Program Narrative Report
2. Service Goals and Outcomes Summary Report (Exhibit A-2)
3. OCAP Report (Exhibit A-3)
4. Logic Model Matrix Report
5. Differential Response Log
6. Protective Factor Survey results



## The Logic Model for Pre &amp; Post Services



**Assumptions:** The strength based family centered approach will be effective in creating change with the target population identified through this program. Early intervention will reduce stressors leading to child abuse and neglect. Children are safer and families are stronger when communities work together. Families can resolve issues more successfully when they voluntarily engage in services, supports, and solutions.

**External Factors:** Poverty, cultural values, language and transportation, access barriers, prevalence of gangs, immigration status, geographical and social isolation.

## Service Goals and Outcomes Summary County Fiscal Year 2017 / 2018

**INSTRUCTIONS:** Please provide the following requested information.  
 Check box designating a report for CAPIT, CBCAP, PSSF, or CTF  
 Mid-Year Report is due by January 15, 2018  
 Final Report is due July 31, 2018

Grantee Lindsay Unified School District FRC

CAPIT ☒

CBCAP ☐

PSSF ☒

CTF ☐

		PROJECTED GOALS					ACTUAL OUTCOMES				
Time Period	Funds Expended	Total Number Of Clients to be served					Total Number of clients completing services				
		Children			Adults	Families	Children			Adults	Families
		0-5	6-18	w/disabilities			0-5	6-18	w/disabilities		
July 1 – December 31											
January 1 – June 30											
Total		25	25		25	25					

Exhibit A-3

OCAP MID/YEAR END REPORT - PSSF

Family Preservation and Family Support

Fiscal Year 2017/2018

Agency Name:

LUSD FRC

DR Pre Services	Total Number of Clients Completing Services				
	Children			Adults	Families
	0-5 Years	6-18 Years	with disabilities		
Services					
Advocacy					
Basic needs, concrete supports					
Behavior health, mental health services					
Case Management					
Childcare					
Differential Response					
Disability services					
Domestic violence services					
Early childhood services					
Family Resource Center					
Financial literacy education					
Health services					
Home visiting					
Housing services					
Parent leadership training					
Parenting education					
Parenting/sibling visitation					
Peer support					
Respite					
Substance abuse services					
Transportation					
Youth programs					
Other					
Client Characteristics					
White (Non Hispanic)					
Hispanic or Latino					
Black or African American					
Asian					
American Indian or Alaska Native					
Native Hawaiian					
Two or more ethnicities					
Other					

Exhibit A-3

OCAP MID/YEAR END REPORT - CAPIT

Fiscal Year 2017/2018

Agency Name:

LUSD FRC

DR Pre Services	Total Number of Clients Completing Services				
	Children			Adults	Families
	0-5 Years	6-18 Years	With disabilities		
<b>Services</b>					
Advocacy					
Basic needs, concrete supports					
Behavior health, mental health services					
Case Management					
Childcare					
Differential Response					
Disability services					
Domestic violence services					
Early childhood services					
Family Resource Center					
Financial literacy education					
Health services					
Home visiting					
Housing services					
Parent leadership training					
Parenting education					
Parenting/sibling visitation					
Peer support					
Respite					
Substance abuse services					
Transportation					
Youth programs					
Other					
<b>Client Characteristics</b>					
White (Non Hispanic)					
Black or African American					
Asian					
American Indian or Alaska Native					
Native Hawaiian					
Two or more ethnicities					
Other					

Exhibit A-3

OCAP MID/YEAR END REPORT - PSSF

Time Limited Family Reunification

Fiscal Year 2017/2018

Agency Name:

LUSD FRC

DR Post Services	Total Number of Clients Completing Services				
	Children			Adults	Families
	0-5 Years	6-18 Years	with disabilities		
<b>Services</b>					
Advocacy					
Basic needs, concrete supports					
Behavior health, mental health services					
Case Management					
Childcare					
Differential Response					
Disability services					
Domestic violence services					
Early childhood services					
Family Resource Center					
Financial literacy education					
Health services					
Home visiting					
Housing services					
Parent leadership training					
Parenting education					
Parenting/sibling visitation					
Peer support					
Respite					
Substance abuse services					
Transportation					
Youth programs					
Other					
<b>Client Characteristics</b>					
White (Non Hispanic)					
Hispanic or Latino					
Black or African American					
Asian					
American Indian or Alaska Native					
Native Hawaiian					
Two or more ethnicities					
Other					

## Exhibit B

### **Payment Amount and Fee Schedule**

Contractor shall invoice County monthly. The maximum amount payable for this agreement is \$156,000. This agreement is funded by Child Abuse Prevention, and Intervention Treatment (CAPIT); Child Welfare Services (CWS); and Promoting Safe and Stable Families (PSSF) funds. Payment for service shall be on a reimbursement basis for adequately documented costs associated with cost principles and standards of OMB circular A-87.

- Costs shall be adequately documented
- Direct cost shall be specifically identified to services performed
- Employees shall be compensated for time specifically identified to service performed
- Travel expenses shall be specifically identified to service performed

A standard indirect cost allowance may be used in lieu of determining actual indirect costs of service.

### **Matching Requirement**

There is a minimum 10% matching requirement for CAPIT funding in this agreement. Contractor agrees to provide an annual project match. Contractor shall provide a separate report with the final invoice describing the sources of the project match. Matching shall not be reported on a monthly basis nor reported on the actual invoice claiming reimbursement for expenditures.

### **Budget Reductions**

In the event the contractor anticipates that funds shall not be expended in full by the end of each fiscal year, contractor shall give Tulare County HHSA immediate written notice and negotiate a budget reduction so that the CAPIT, CWS, and PSSF funds can be reallocated and expended by year-end.

### **Fiscal Impact/Financing**

These funds are contingent upon funding by the California Department of Social Services. In the event these funds are affected, then the contract shall be modified or terminated.

### **Case Management Requirements**

Contractor shall comply with the provision of Welfare and Institutions Code Section 10850, the California Department of Social Services Manual of Policy and Procedures, Division 19 Regulations, the federal statutes and regulations to assure (in partial summary) that all records concerning an individual shall be kept confidential and shall not be open to examination for any purpose not directly connected with administration, performance, compliance, monitoring or auditing of the agreement.

### **Child Abuse and Neglect Reporting Act**

The California Child Abuse and Neglect Reporting Law are currently found in Penal Code (P.C.) Sections 11164-11174.31. The primary intent of the reporting law is to protect an abused child from further child abuse. Child abuse must be reported when a mandated reporter, "in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect." (P.C. 11166 (a))

## Exhibit B

Contractor shall notify CWS in all instances where there is suspected child abuse in the home of a CWS client and contractor shall further carry out their duties as a mandated reporter under the California Child Abuse and Neglect Reporting Law.

### **Publications**

Materials published by Contractor shall ensure all publications funded through this contract will include acknowledgement of the Health and Human Services Agency, Child Welfare Services.