SECOND AMENDMENT TO AGREEMENT

Tulare County Agreement Number 22801 is amended on _______, between the COUNTY OF TULARE, hereinafter referred to as "COUNTY" and FAMILIES FIRST INC., hereinafter referred to as 'CONTRACTOR" with reference to the following:

- A. The COUNTY and CONTRACTOR entered Agreement No. 22801 on June 29, 2006 to provide Mental Health Services for mentally ill persons with persistent needs.
- B. The COUNTY and CONTRACTOR amended agreement on July 22, 2008 to extend the termination of Agreement to June 30, 2009.
- C. The COUNTY and CONTRACTOR agree to amend Agreement No. 22801 to update Exhibits A, B and B-2, delete Exhibit B-1 and add Exhibits B-3, B-4 and B-5.
 - D. This amendment shall become effective July 1, 2008.

ACCORDINGLY, IT IS AGREED:

- I. Effective July 1, 2008 Exhibit "A," entitled Crossroads Transitional Age Youth Housing is hereby substituted with the attached Exhibit "A," which Exhibit is made a part of this Agreement by reference.
- II. Effective July 1, 2008 Exhibit "B," entitled Compensation is hereby substituted with the attached Exhibit "B," which Exhibit is made a part of this Agreement by reference.
- III. Effective July 1, 2008 Exhibit "B-1," entitled Interim Rate Schedule is deleted in its entirety.
- IV. Effective July 1, 2008 Exhibit "B-2," entitled Cost Report, Reconciliation, and Settlement is hereby substituted with the attached Exhibit "B-2," which Exhibit is made a part of this Agreement by reference.
- V. Effective July 1, 2008 Exhibit "B-3" entitled Crossroads Transitional Age Youth Housing is added in its entirety with the attached Exhibit "B-3," which Exhibit is made a part of this Agreement by reference.
- VI. Effective July 1, 2008 Exhibit "B-4" entitled Budget Narrative is added in its entirety with the attached Exhibit "B-4," which Exhibit is made a part of this Agreement by reference.
- VII. Effective July 1, 2008 Exhibit "B-5" entitled Invoice Template is added in its entirety with the attached Exhibit "B-5," which Exhibit is made a part of this Agreement by reference.
- VIII. Except as provided above, all other terms and conditions of Agreement No. 22801 shall remain in full force and effect.





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

COUNTY OF TULARE

By	
	Chairman, Board Of Supervisors
ATTEST: JEAN ROUSSEAU County Administrative Officer/Clerk of the I Of Supervisors of the County Of Tulare	Board
Ву	
Deputy Clerk	_
	FAMILIES FIRST INC.
Date:	By Collin Cro
Date:	By Title President
	ration shall be signed by the (1) chairman of the Board, the president or any vir, or any assistant treasurer; unless the contract is also accompanied by a certified contract.
Approved as to Form County Counsel	
By 9. Was 2009 142	Dated 2/12/09

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FAMILIES FIRST, INCORPORATED

Program: Crossroads Transitional Age Youth Housing

I. DESCRIPTION OF SYSTEM-WIDE SERVICES, INTENT, GOALS, SERVICES AND TREATMENT METHODS:

- A. Collaborate with Housing Authority for rental/lease options;
- B. Provide group counseling sessions on-site with an emphasis on living skills;
- C. Provide on-site case manager;
- D. Develop partnership with educational institutions;
- E. Develop (in collaboration with One-Stop Center programs) employment training and job skills leading to employment;
- F. Collaborate with One-Stop Center programs to receive referrals and deliver services;
- G. Develop youth-peer mentoring;
- H. Include youth in planning and service development particularly youth with prior experience with the justice system and out-of-home placements;
- I. Provide education to other service providers on issues specific to transitional age youth, and
- J. Develop ethnic-specific strategies to eliminate disparities in care of racial and ethnic populations.

II. POPULATION SERVED

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

As part of the requirements of the Mental Health Services Act (Welfare and Institutions Code, Division 5, Part 3), the CONTRACTOR must identify priority populations (children/youth, transitional age youth) in both unincorporated, and rural incorporated areas. Characteristics of Tulare County priority populations include co-occurring disorders; those at risk of criminal justice involvement; domestic violence; and individuals that are institutionalized or at-risk of institutionalization. Priority populations also include individuals from Hispanic, African-American, and Native American communities; and communities that are traditionally unserved and/or underserved and lower income.

The base population and characteristics such as unserved and underserved consumers will also have Severe Emotional Disturbance (SED) and/or Serious Mental Illness (SMI). These priority populations must be taken into consideration when accepting consumers into the Crossroads Transitional Age Youth Housing program.

B. Active Caseload

CONTRACTOR will maintain a capacity of 16 to be housed at the Visalia location, and 10 to be housed at the Porterville location for FY 2008/2009.

C. Hours of Operation

Hours of operation will be dictated by the needs of the consumer as defined in the Tulare County MHSA Community Services and Supports Three-Year Expenditures Summary; services and activities will be available during non-traditional hours.

D. Emergency and Crisis Procedure

CONTRACTOR agrees that a twenty-four (24) hour per day, seven (7) day per week crisis process will be instituted in collaboration with One-Stop Center programs. CONTRACTOR shall work with Personal Service Coordinators in the coordination of service delivery.

III. PROGRAM PERFORMANCE STANDARDS

- A. CONTRACTOR shall provide all services; documentation, electronic data and operating procedures will be reviewed to ensure compliance with HIPAA regulations. CONTRACTOR will consult with County to ensure that facilities and equipment to be obtained and set up will meet County and MHSA expectations and corresponds to submitted budget.
- B. The CONTRACTOR will render services in accordance with the Tulare County Mental Health Plan and MHSA CSS Plan requirements to adequately serve the priority populations
- C. The CONTRACTOR will respond to emergency and urgent care situations as defined by California Code of Regulations (CCR) Title 9, Chapter 11.
- D. Services will be delivered within the Tulare County HHSA, Department of Mental Health and the State Department of Mental Health standards of care.
- E. Consumers shall be discharged when they meet any one of the following criteria: 1) Upon client's, or legally responsible adult's, refusal of services; 2) Upon client's or legally responsible adult's unilateral decision to terminate treatment; 3) Upon transfer to another program has been mutually agreed upon; 4) Upon mutual agreement that the goals of treatment have been met. Appropriate follow-up or other services linkage will be made.
- F. A suitable representative of the CONTRACTOR shall attend the regularly scheduled meetings, trainings sessions, seminars or other or other meetings as scheduled by the Tulare County Director of Mental Health or his/her designee.
- G. It is expected that the CONTRACTOR will ensure that staff responsible for clinical supervision meet community practice standards, code of ethics as set

forth by their professional designation and the Medical Board of California, California Board of Sciences, California Board of Psychology, California Board of Vocational Nursing & Psychiatric Technicians standard and regulations.

- H. CONTRACTOR will be responsible for hiring of culturally competent staff and require existing or newly hired staff to complete training on cultural competency within 90 days of hire. CONTRACTORS will also enable staff to attend trainings on cultural competency performed by HHSA Training Department and in coordinated with the HHSA Cultural Competency Coordinator.
- I. CONTRACTOR will administer all State required performance measures for Full Service Partnership consumers when contractor is the primary service provider.

IV. MINIMUM STAFF REQUIRMENTS

- A. Staffing shall be provided at least at the minimum licensing requirement as set forth in State statute under Division 5 of the Welfare and Institutions Code (WIC); Title 9 of the California Code of Regulations; and Title 42, Chapter 4 of the Federal Code of Regulations where applicable or at such higher level as necessary for some programs.
- B. Additional Staffing Requirements
 In addition to the above staffing and licensing requirements, CONTRACTOR staff is expected to possess and be trained in the following background and skills:
 - Knowledge and skills in the principles of psychosocial rehabilitation. Paraprofessional staff are expected to be trained and receive paraprofessional certification within the first six months of employment;
 - Understanding of traditional healing practices within the cultural context of the population served;
 - Capability to address the ethnic and cultural diversity of consumers, to include language;
 - Knowledge of the local community resources available to the client population and capability of strong collaboration and coordination with local providers of health and mental health services in the community;
 - Knowledge of family systems theory and practice;
 - Knowledge of youth, transitional age youth, and adult health and mental health issues:
 - Knowledge of assessment of high-risk indicators in children and youth, transitional age youth, adult and older adult population.

C. Consumers and Family Members

Consumer and family members shall be encouraged and welcomed to participate in every aspect of program development, service delivery, implementation and oversight.

CONTRACTOR shall develop a pool of consumers and family members that are volunteer, part-time or full-time staff. CONTRACTOR is required to hire at a minimum the equivalent of 1.0 FTE consumer/family member.

Exhibit "B"

Compensation Fiscal Year 2008-2009

FAMILIES FIRST, INCORPORATED

Program: CROSSROADS TRANSITIONAL AGE YOUTH HOUSING

1. REIMBURSEMENT

- a. COUNTY agrees to compensate CONTRACTOR for allowed cost incurred as detailed in Exhibit B-3 subject to any maximums and annual cost report reconciliation.
- b. COUNTY shall not be obligated to compensate CONTRACTOR for services rendered at CONTRACTOR clinic during a non-authorized period (e.g. after a Service Block has expired), or for unauthorized services, i.e., scheduling for services in excess of what is set forth in Exhibit "A", no shows, or for services provided to ineligible individuals. All claims for payment shall be submitted by service type and number of contracts, in minutes/days, provided by CONTRACTOR.

No UMDAP is to be completed on clients receiving services for which CONTRACTOR has been funded through private or grant monies.

- c. CONTRACTOR shall maintain and make available to COUNTY records of all revenue and grant reimbursement paying for all or part of staff assigned to the Mental Health Services Act Crossroads Transitional Age Youth Housing program. This program shall not be used to supplant or pay for costs in excess of forty-hour workweeks without prior authorization from COUNTY.
- d. Providers who do not submit the required reports or notes in a timely manner may not be paid. It is the expectation of the COUNTY that this would not exceed thirty (30) days for submission on these documents.
- e. All payments made under this Agreement shall be made within thirty (30) days of submission of all required documentation and in accordance with the COUNTY's normal payment cycle.

2. REIMBURSEMENT CATEGORIES:

- a. Mental Health Services Act Crossroads Transitional Age Youth Housing.
 - Non-Medi-Cal Operational/Administration expenditure cost may be reimbursed up to a maximum of \$638,866. The CONTRACTOR understands and agrees that the COUNTY may not make payments to the CONTRACTOR above the Mental Health Services Act Crossroads Transitional Age Youth Housing maximum unless an amendment to the contract maximum is authorized by the County.

3. INVOICING:

a. CONTRACTOR shall submit invoices using the format described as Exhibit B-5 to the COUNTY once each month, no later than thirty (30) days following the month in which costs were incurred.

Exhibit "B-2"

Cost Report, Reconciliation, and Settlement Fiscal Year 2008/2009

Contractor: Families First, Incorporated Program: Crossroads Transitional Age Youth Housing

A. ANNUAL COST REPORT / RECONCILIATON

CONTRACTOR shall submit an annual Mental Health Cost Report on or before the last day of the fourth month following the close of each COUNTY fiscal year, or on or before the last day of the fourth month following the termination of the Agreement. Extension of time to file the cost report at any later date must be approved in writing by the Director of Mental Health Services. Such cost report shall be prepared in accordance with the requirements set forth in the California Department of Mental Health's Cost Reporting/Date Collection Manual and must be submitted on appropriate California Department of Mental Health fiscal year forms.

COUNTY will reconcile the Annual Cost Report and settlement will be based upon the lower of cost or Standard Maximum Allowance (SMA) rates, and shall be considered payment in full. SMA rates are updated annually in November. Within ninety (90) days thereafter, COUNTY will make payment, or receive reimbursement from CONTRACTOR, as appropriate. If the Annual Cost Report is submitted late, the CONTRACTOR understands and agrees that COUNTY may not make further payments to CONTRACTOR until Annual Cost Report is submitted.

B. REPAYMENT OR REIMBURSMENT TO STATE OR OTHERS.

CONTRACTOR agrees that any repayment or reimbursement that must be made by COUNTY to the State of California or others as a result of an audit or conduct by CONTRACTOR, its agents, officers or employees of the program or services provided under this Agreement shall be paid by CONTRACTOR, out of its own funds, within (30) days after the parties are notified that repayment or reimbursement is due. For Purposes of this provision, it is agreed that offsets made by the state are included within the phrase "repayment or reimbursement."

C. EXCEPTIONS REGARDING REPAYMENT OR REIMBURSMENT

The reimbursement provisions set forth above will not be applicable if any actions or direction by COUNTY with regard to the program is the principle reason for repayment or reimbursement being required. The Reimbursement provisions shall also not be applicable if COUNTY fails to give timely notice of any appeal,

which results in the termination or barring of any appeal and thereby causes prejudice to CONTRACTOR. COUNTY shall have no obligation to appeal or financially undertake the cost of any appeal but it shall be able to participate in every stage of any appeal if it desires to do so. Any action or failure to act by CONTRACTOR or its officers, employees and subcontractors, past or present, including a failure to make a diligent effort to resolve an audit exception with the state, which has resulted in a required repayment or reimbursement to the state or to others shall be paid by CONTRACTOR is accordance with this Exhibit.

Exhibit "B-3" FY 2008/2009 Budget

FAMILIES FIRST, INCORPORATED

Program:

CROSSROADS TRANSITIONAL AGE YOUTH HOUSING

				•
		Total Program	Visalia Site	Porterville Site
Projected Revenue				
MHSA - Operating		\$638,866	\$34E 660	#202 400
Total Revenue		\$638,866	\$315,668 \$315,668	\$323,198
		4000,000	Ψ313,000	\$323,198
Personnel Costs				
Direct Care Wages	FTE's			
Program Manager (Licensed)	0.5	\$32,500	\$16,250	\$16,250
Supervisor II	1	38,676	19,338	19,338
Personal Services Coordinator	2	70,000	35,000	35,000
Family Skills Trainer	2	59,120	29,560	29,560
Consumer Advocate	1	20,500	10,250	10,250
	6.5	\$220,796	\$110,398	\$110,398
Support Wages				
Program Director	0.07	\$6,058	\$3,029	\$3,029
Clerical and Administrative Support Staff	0.35	17,212	8,606	8,606
Total Support Wages	0.42	\$23,270	\$11,635	\$11,635
				, ,
Staff Subtotal		\$244,066	\$122,033	\$122,033
Benefits @ 21.0%		51,254	25,627	25,627
Total Personnel Costs	7.92	\$295,320	\$147,660	\$147,660
Operating Expenses				
Mileage & Travel		\$23,672	\$11,836	¢11 02¢
Professional Fees - Interpreters		1,000	500	\$11,836 500
General Office, Equipment Rent, Telephone		10,248	5,124	5,124
Staff Recruiting		2,500	625	1,875
Conferences & Training		12,000	6,000	6,000
Office Rent/Utilities		22,800	11,400	11,400
Miscellaneous - Insurance & Equipment Depreciation		4,606	2,303	2,303
Total Operating Expenses	_	\$76,826	\$37,788	\$39,038
Client Supports		04.000		
Emergency Food		\$1,300	\$800	\$500
Community Building Activities Rent (8 Units in Visalia / 5 Units in Porterville)		2,700 105,300	1,500	1,200
Utilities		31,980	64,800 19,680	40,500 13,300
Supplies		2,700	1,500	12,300 1,200
Apartment Set-up		15,340	9,440	5,900
Building Maintenance & Repair		5,000	3,000	2,000
Total Client Supports	***	\$164,320	\$100,720	\$63,600
Indirect Expense		\$59,000	\$29,500	\$29,500
One-time Expenditures for Porterville Site Start-u	ın			
Security Deposits and 1st month's rent	4٠	\$9,000		\$9,000
Storage		1,500		1,500
Apartment furnishings		19,000		19,000
Household equipment and supplies		4,000		4,000
Office Equipment and supplies		3,400		3,400
Office/Program Area furnishings	_	6,500		6,500
Total One-Time		\$43,400	\$0	\$43,400
Total Program	_	\$638,866	\$315,668	\$323,198
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Exhibit "B-4"

FY 2008/2009 Budget Narrative

FAMILIES FIRST, INCORPORATED Program: CROSSROADS TRANSITIONAL AGE YOUTH HOUSING

Description/Justification

Mileage & Travel

This amount takes into account that FamiliesFirst reimburses mileage and travel at the current federal rate of 50.5 cents per mile.

- Porterville and Visalia are separated by 30 miles and staff will be shared between the Visalia and Porterville sites
- Staff travel within Tulare County for meetings, to support consumers
- Occasional travel to our regional office in Fresno, CA

The monthly budgeted amount equals out to approximately 2,000 miles per site.

The Porterville site will incur more mileage and travel at startup and during the beginning stages of program implementation.

General Office, Equipment Rent, Telephone

Office supplies, telephone and internet service, staff cell phone leases and service.

Office Rent/Utilities

- Monthly Rent (Per Site Converted Apartment) \$675
 - o 675 X 12 = 8,100 per year / per site
- Utilities Per Month (Per Site) \$275
 - o 275 X 12 = 3,300 per year / per site

Utilities

- 31,980 / 12 (months) = 2,665 per month for all units
 - o 2,665 per month / 13 (units) = 205 per month, per unit

Supplies

Occasional purchase of emergency household and hygiene supplies for consumers and selective resources that may be identified as beneficial in the treatment of consumers.

Apartment Setup

- Occasional need to replace household furnishings, equipment and appliances in apartments
 due to extreme wear and tear, neglect and/or purposeful damage done by consumers or theft.
- Occasional truck rental when consumers graduate the program and need assistance with moving.
- Upon graduation from the program to provide and award/stipend to purchase household supplies or provide deposit assistance.

Building Maintenance & Repair

- Physical damage to apartments caused by consumers
- The occasional need for professionally cleaning as a result of consumer behaviors/actions
- Costs associated with the need for minor repairs arising out of consumer actions/behaviors.

Exhibit "B-5"

FY 2008/2009 Invoice Template

FAMILIES FIRST, INCORPORATED Program: CROSSROADS TRANSITIONAL AGE YOUTH HOUSING

TULARE COUNTY MHSA Fiscal Year 2008/2009 Invoice

Invoice Date:	Service Date:	
Provider Name:	Families First, Inc.	
	animos i nat, me.	
Mailing Address:		
Contact Person:		
Phone Number:		
Program:	Crossroads TAY Housing	
Agreement Number:		
Provider Number:		
Make Checks Payable To:		
Expenditure		
	Visa	lia Porterville Total
Month Cost Incurred		
Personnel Costs		
Direct Services		
Program Manager (Licensed)		
Personal Services Coordinator (MHRS)		
Supervisor II (MHRS)		
Case Manager (FST)		
Consumer Advocate		
Total Direct Care Wages		
Admin, Indirect and Support		
Program Director		
Clerical and Administrative Support Staff		
Total Support Wages		
Staff Subtotal		
Benefits @ 21.0%		
Total Personnel Costs		
Operating Expenses		
/lileage & Travel		
Professional Fees - Interpreters		
Seneral Office, Equipment Rent,		
Telephone		
Staff Recruiting		
Conferences & Training		
Office Rent/Utilities		
Maintenance and Repair Miscellaneous - Insurance & Equipment		
Depreciation		
Total Operating Expenses		
Client Supports		
ood		
ransportation		
Rent		
Itilities		
upplies		
partment Set-up		
Total Client Supports		
Invoice Tota	\$0.0	0 \$0.00 \$0.00
* 1		
atal Amount Due from MUSA E		
otal Amount Due from MHSA Funds		\$0.00

Authorized Signature:

COUNTY USE ONLY
CHARGE TO:
Program/Division

MHSA Approval:
County Approval: