

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 M. ROUSSEAU
County Administrative Officer/Clerk of the Board
Of Supervisors of the County Of Tulare

By _____
Deputy Clerk

FAMILY SERVICES OF TULARE COUNTY

Date: _____

By _____
Title _____

Date: _____

By _____
Title _____

Corporations Code section 313 requires that contracts with a corporation shall be signed by the (1) chairman of the Board, the president or any vice-president and (2) the secretary, any assistant, the chief financial officer, or any assistant treasurer; unless the contract is also accompanied by a certified copy of the Board of Directors resolution authorizing the execution of the contract.

Approved as to Form
County Counsel

By _____
Deputy

Dated _____



EMQ FamiliesFirst, Inc.

251 Llewellyn Avenue
Campbell, CA 95508
(408) 379-3790
Fax: (408) 364-4013

Exhibit A

1 PURPOSE

Tulare COUNTY Wraparound is designed to serve families with multiple, complex needs that may threaten the families' stability and well-being and ability to keep their child safely at home. CONTRACTOR will provide a strength-based, needs-driven, family-centered, flexible, and cost effective program that helps children and families build life skills, and strengthen individual and family supports so that family functioning is improved, barriers to meeting basic life needs are overcome, and out-of-home placements are prevented. The subsequent decreases in placement and community costs and increases in families' ability to care for their children result in fiscal and human resource savings that can be reinvested toward future placement prevention services.

II CONTRACTOR Service Responsibilities

As the contracted provider for Wraparound Tulare County:

- A. CONTRACTOR shall provide services to Tulare County eligible participants in the geographical area of Tulare County. Services to Tulare County wraparound eligible children shall be coordinated when an eligible child resides in an area outside the County. CONTRACTOR shall assist with the coordination of services and supports, where possible, which will be developed between the County, Contractor, and the County of residence of the referred eligible child.
- B. CONTRACTOR shall be available to provide Wraparound services to clients 24 hours per day, 7 days per week, and 365 days per year.
- C. CONTRACTOR shall transport clients to appointments or ensure appropriate transportation has been arranged for clients to access services as needed.
- D. CONTRACTOR shall be responsible for facilitating, coordinating, noticing all parties including system partners, and convening the Child and Family Team meetings. CONTRACTOR shall coordinate and assign Child/Family Teams consisting of Clinicians, Facilitators, Family Specialists, Family Partners, and other persons or agencies, as required / requested by the individual child/family members.
- E. CONTRACTOR shall facilitate the Wraparound Services Planning Process by engaging services following the best practice methods listed below:
 - Families as full partners with access, voice and ownership at all levels of planning and implementation
 - Unique child and child and family teams

- Culturally competent services tailored to family culture, values, norms, strengths and preferences
 - Flexibility in location, time, planning, service response and funding
 - Perseverance in support and assistance to families
 - Life domain, needs-driven planning
 - Care provided in context of home and community
 - Strengths defined from first conversation
 - Commitment to Permanence
 - Strategies linked to family/community strengths
 - Mechanisms and structures to support parent advocacy and leadership
- F. CONTRACTOR shall provide Engagement Services for up to the first 30 days prior to the child's return to the home. During the thirty (30) day Engagement period CONTRACTOR shall make personal contact with the referred family and the referred child for the purpose of introducing the Family Partner and the Facilitator, and to help identify service and resource needs for the purpose of transitioning the child back into the home.
- G. CONTRACTOR shall provide all needed mental health services (individual, group, family therapy) within the first ninety (90) days of the child's enrollment into Wraparound if the child does not currently have an open case with a County children's mental health clinic and/or a positive connection with a therapist on staff at the county's children's mental health clinic.
- H. CONTRACTOR shall provide intensive case management leading the family to self sufficiency. COUNTY retains the right to conduct on-site case records reviews to establish compliance with this provision. CONTRACTOR will make case records available to COUNTY during normal business hours and may participate in case reviews as requested by COUNTY.
- I. CONTRACTOR shall coordinate the planning and delivery of services with COUNTY system partners, community members, families and schools.
- J. CONTRACTOR shall develop, coordinate, and/or provide formal support and services (home-based and community-based, provided by professionals & non-professionals) to the family.
- K. CONTRACTOR shall help the family develop, coordinate, and identify informal supports and services.
- L. CONTRACTOR shall facilitate the development of the Individual Services Plan (ISP) that is individualized, family-centered, strength-based, and needs driven.
- M. CONTRACTOR shall develop, implement, and complete the family's initial individual service plan within the first 30 days of the child's enrollment into

Wraparound which shall be presented and approved by the Child and Family Team and the Wraparound Community Team.

- N. CONTRACTOR shall continue to develop, implement, and complete updated Individualized Service Plans (ISP) for each enrolled child every 90 days after the initial ISP has been developed for the child/family. The ISP shall be updated as often as needed while the child/family is enrolled in Wraparound. The Quarterly ISP's shall be signed and approved by the Child and Family Team and the Tulare County Wraparound Community Team. CONTRACTOR is to submit the latest Consumer Wellness Plan (CWP) with the completed ISP brought for approval by the Wraparound Community Team.
- O. CONTRACTOR shall employ and appropriately train an adequate number of staff as described in Exhibit Addendum B1, to achieve the Wraparound objectives.
- P. CONTRACTOR shall recruit, employ, and maintain Family Partners at a ratio of one (1) per ten (10) enrolled families.
- Q. CONTRACTOR shall identify an informal Family Partner within the first ninety (90) days of the family's enrollment to Wraparound.
- R. CONTRACTOR shall provide a report to the Tulare County Wraparound Community Team on a quarterly basis which outlines the activities and the sum of service/activity time that was provided to each child/family enrolled in Wraparound. The report format shall be developed by CONTRACTOR and approved by COUNTY. Staff time shall be reported for time claimed (invoiced) to Foster Care and time claimed for EPSDT/Medi-Cal eligible services. The quarterly report shall be developed to track time delivered to youth / families by members of the CONTRACTOR staff (Family Partner, Family Specialist, Skills Trainer, Facilitator, Clinician, etc.) assigned to work with the family.
- S. CONTRACTOR shall regularly assess, monitor, and update child, family, and placement safety plans. If a crisis situation occurs which is directly linked to the safety of the child, family and/or the community, an updated Crisis Safety Plan shall be developed/revised immediately and provided to the Community Team for informational purposes by the next scheduled Community Team Meeting.
- T. CONTRACTOR shall provide all of the outcome-based measures consistent with Wraparound requirements as stated in Section IV.
- U. CONTRACTOR shall meet with the Wraparound Community Team as scheduled.
- V. CONTRACTOR shall remain a Medi-Cal certified agent authorized to bill for eligible services during the term of this agreement for youth meeting medical necessity. Audit exceptions belong to the CONTRACTOR and the overall contract will be decreased by the amount of the audit exceptions.

- W. CONTRACTOR agrees to follow the Wraparound Best Practice Principles.
- X. CONTRACTOR agrees to conduct ongoing training as determined in consultation with the Wraparound Community Team. Training attendees may include CONTRACTOR staff, Community Based Organizations, and System Partners.
- Y. CONTRACTOR shall maintain a tracking log/spreadsheet which shall include but not be limited to: child's demographic information, RISC approval date, enrollment, discharge, disenrollment, and/or graduation dates for each Wraparound child. The tracking log/spreadsheet shall be in a format acceptable to the COUNTY.
- Z. CONTRACTOR shall submit Monthly Invoices on a form approved by COUNTY (see Exhibit E) by the 15th day of the month following the month of service. COUNTY retains the right to require that CONTRACTOR submit a copy of their Client Enrollment Log with the monthly invoice for services. CONTRACTOR shall provide copy of the Client Enrollment Log used for the purposes of invoicing for services upon request of the COUNTY.
- AA. Enrollment – CONTRACTOR accepts referrals from the COUNTY as follows:
Up to 20 children may be served by June 30, 2011.
- BB. CONTRACTOR shall make every effort to hire appropriate bilingual/bicultural staff and ensure that translation services are available to meet the culturally relevant needs of the client.
- CC. CONTRACTOR agrees that the criteria for determining continued Wraparound eligibility for children/youth placed in a RCL 10-14 group home shall be as follows:
1. A communal care setting (juvenile hall, psychiatric hospital, group home) shall not exceed thirty (30) days, unless determined to be appropriate by the Wraparound Community Team
 2. The Wraparound Community Team shall review cases within twenty-five (25) days of a child's admission to a crisis stabilization or placement facility to determine continued eligibility for a Wraparound slot.
 3. Children who remain in a RCL 10-14 group home placement for longer than thirty (30) days past their Wraparound referral start date will be reviewed by the Wraparound Community Team to determine continued eligibility for a Wraparound slot.
 4. CONTRACTOR shall continue to provide Wraparound services through eligible Medi-cal funding when a Wraparound participant is placed in a crisis stabilization facility longer than thirty (30) days when assessed and determined to be appropriate by the Wraparound Community Team.

- DD. CONTRACTOR shall report all critical / special incidents to COUNTY immediately by phone and follow up by submitting a written report to COUNTY within twenty-four (24) hours of the event. A copy of any critical / special incident report shall also be submitted to the Tulare County Wraparound Community Teams' monthly meeting.
- EE. CONTRACTOR shall fully utilize new and existing services available within the community to serve Wraparound children and families, and to ensure SB 163 Wraparound funds are maximized and services are not duplicated.

III Target Population

Children considered eligible for Wraparound will meet all of the following criteria:

- Be a Dependent or Ward of Juvenile Court or eligible for AB 3632 or Adoption Assistance Program services within Tulare County. CONTRACTOR shall limit Wraparound services to AAP children to a term of eighteen (18) months per behavior episode.
- Be placed in, or be at-risk of placement in a Rate Classification Level (RCL) 10–14 group home.
- Have an approved or potential place to reside in the community with a parent/guardian, relative caregiver, non-related extended family member, or foster parent who has agreed to participate in Wraparound who has signed a Release of Information form so that the Wraparound Community Team members may fully disclose information necessary to determine the appropriateness for Wraparound.
- Willing to participate in Wraparound.
- Exhibit one or more of the following, but not limited to:

<ul style="list-style-type: none"> ✓ Frequent running away ✓ Sexualized behavior ✓ Posttraumatic stress disorder ✓ Aggressive/assaultive behavior ✓ Oppositional/defiant behavior ✓ Self-injurious behavior ✓ Multiple placements ✓ One or more hospitalizations in a Mental Health facility ✓ Previously certified and approved for RCL 13-14 placement 	<ul style="list-style-type: none"> ✓ Substance use disorder ✓ Fire starter Minor criminal behavior ✓ School behavior/truancy problems ✓ Beyond control of parents and/or primary care adults ✓ Intensified services have been provided ✓ Mild Developmental disorder not recognized by a Regional Center
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Severely Emotionally Disturbed children may not be excluded due to medical disorder/treatment needs (per WIC 5600) which complicate placement at lowest level of care.

IV Client Satisfaction/Engagement Outcomes, Quality Improvement, and Program Evaluation

CONTRACTOR will utilize Child Living Environment Scale (CLES), Family Empowerment Scale (FES), Family Center Behavior Scale (FCBS), and the YOC and YOC-SR, completed by both children and parents. In addition, CONTRACTOR will utilize the Child Assessment Needs and Strengths (CANS) and the Wraparound Fidelity Index 4 (WFI-4) to collect outcome data.

Outcomes to be monitored include but are not limited to:

1. Parent/caregiver satisfaction: The Family Centered Behavior Scale (FCBS) satisfaction questionnaire will be completed by families every six months and at the completion of Wraparound. This tool will also be utilized to help monitor the families' perspective of improved family involvement in service planning. The results of these surveys will be reported quarterly to the Wraparound Community Team.
2. Improvement in family involvement: Reported through CONTRACTOR's quarterly reports.
3. Family functioning: COUNTY and CONTRACTOR will continue to assess tools to evaluate family functioning.
4. Improved school attendance, academic performance, emotional and behavioral adjustment: These indicators will be monitored and reported in a quarterly program report that will report data and rate performance as indicated by the parent, education provider, CONTRACTOR, and COUNTY agency representatives.
5. Prevention of placement into more restrictive environments: Data regarding the number of children who are able to remain in out-of-group home care or returned to lower level of group home care will be tracked and reported quarterly.
6. Cost effectiveness: COUNTY will continue to assess tools to evaluate cost effectiveness.
7. Program Evaluation: Services to be provided by CONTRACTOR shall be evaluated by COUNTY on a continuing basis. Evaluation may be accomplished by written or verbal communication and / or by site visits to view fiscal and / or program processes and information. Any commendations and/or deficiencies noted during an evaluation shall be stated and placed in detailed written form, with a copy submitted to CONTRACTOR. CONTRACTOR shall respond to COUNTY in writing regarding any noted deficiencies within twenty (20) days from the date of receipt of the notice. A plan to remedy these deficiencies, where applicable, shall be implemented within sixty (60) days from the date of the

deficiencies statement. Failure to remedy the stated deficiencies may result in termination of the Agreement by COUNTY.

V COUNTY Responsibilities

- A. COUNTY has established the Resource Intensive Services Committee (RISC) to approve eligible children for Wraparound enrollment.
- B. Referrals for Wraparound shall be made to Resource Intensive Services Committee (RISC) by Tulare County Probation Department, Child Welfare Services, and Mental Health. Wraparound will serve youth who are in RCL 10-14, however youth who are currently in RCL 12-14 placement, awaiting placement in a higher level, or in Juvenile Hall will be given priority for Wraparound. Prior to referral for Wraparound, youth and family members/potential caretakers must be contacted by the social worker, probation officer, or MH coordinator to inform them about the possibility of participating in services, and committed to fully participating in Wraparound should they be selected.
- C. Enrollment – It is anticipated that the COUNTY can refer up to Twenty (20) children to be served by June 30, 2011.
- D. CONTRACTOR agrees that the criteria for determining continued Wraparound eligibility for children/youth placed in a RCL 10-14 group home shall be as follows:
 - 1. A communal care setting (juvenile hall, psychiatric hospital, group home) shall not exceed thirty (30) days, unless determined to be appropriate by the Wraparound Community Team.
 - 2. The Wraparound Community Team shall review cases within twenty-five (25) days of a child's admission to a crisis stabilization or placement facility to determine continued eligibility for a Wraparound slot.
 - 3. Children who remain in a RCL 10-14 group home placement for longer than thirty (30) days past their Wraparound referral start date will be reviewed by the Wraparound Community Team to determine continued eligibility for a Wraparound slot.
 - 4. CONTRACTOR shall continue to provide Wraparound services through eligible Medi-cal funding when a Wraparound participant is placed in a crisis stabilization facility longer than thirty (30) days when assessed and determined to be appropriate by the Wraparound Community Team.

VI Funding Formula

The funding amount available to the CONTRACTOR will vary based on the child being federally or non-federally eligible for foster care funding and the child's rate classification level (RCL) placement. These amended contract provisions will be implemented **for the period**

beginning July 01, 2010 and ending June 30, 2011. Contract may be extended subject to the continued availability of funds and satisfactory performance by CONTRACTOR. Funding for Wraparound may come from Foster Care funding, Adoption Assistance Payments, AB 3632 and Special Education funding, Kin-gap funds, Foster Parent Training Funds, Medi-Cal funding, and Early and Periodic Screening, Diagnosis and Treatment (EPSDT) funding.

COUNTY will hold back **Twenty Percent (20%)** of the foster care funding (SB 163) amount due to CONTRACTOR, on a per-child / per-month basis, for the purpose of offsetting the county share for EPSDT funds spent for Wraparound eligible children. Foster Care payment rates shall not exceed the State-approved and published foster care rates.

VII Fiscal Provisions for Foster Care Funding

- A. For children participating in Wraparound, COUNTY will reimburse the CONTRACTOR according to the following schedule: The federal deduction will be applied to federally eligible children. The COUNTY will hold back Twenty Percent (20%) of the amount due to CONTRACTOR, on a per-child / per-month basis.

RCL Rate	Total Rate to Contractor	Minus 20% County Hold Back	Amount Payable to Contractor
10.5			
Federally Eligible	\$2,646	\$529	\$2,117
Non-Federally Eligible	\$5,291	\$1,058	\$4,233
RCL Rate 13			
Federally Eligible	\$3,147	\$629	\$2,518
Non-Federally Eligible	\$6,294	\$1,259	\$5,035

- B. Amounts paid to CONTRACTOR and amounts deducted for concurrent out-of-home placement/county withholding will be prorated to correspond with a child’s entrance or exit from Wraparound and entrance and exit from concurrent out-of-home placements.
- C. CONTRACTOR is to provide COUNTY with their monthly invoice for State Foster Care payments by the 15^h day of the following month in a spreadsheet format acceptable to the COUNTY.
- D. CONTRACTOR will deposit the balance of any Foster Care funds paid by COUNTY, after appropriate expenditures have been made, into a trust fund account specifically established for the Tulare County Wraparound contract.
- E. During the term of this agreement, should the enrolled child census fall below ten (10), and the child census remains at or below that level for longer than three consecutive months, CONTRACTOR may open contract discussions with COUNTY via written request to the COUNTY. The COUNTY will review the written request and evaluate program performance and expenditures with CONTRACTOR and may negotiate the terms and/or conditions of this agreement, if needed.

- F. On an annual basis, following the cost report settlement and reconciliation timeframes [reference Exhibit B3]; CONTRACTOR shall issue to COUNTY the balance of all Tulare County Wraparound Trust Funds held by CONTRACTOR. The funds shall be mailed to:

Tulare County Health & Human Services Agency
Attention: Fiscal Services Branch
Reference: Tulare County Wraparound Trust Fund
5957 South Mooney Blvd.
Visalia, CA 93277

- G. CONTRACTOR is to provide COUNTY with monthly expenditure reports by the last day of the following month.
- H. COUNTY retains the right to withhold State Foster Care dollars from the CONTRACTOR's payment if required program and fiscal expenditure reports are not received by the COUNTY on a timely basis.
- I. Payment covers one month of service. Payments will be made to CONTRACTOR within 30 days after an approved final invoice is received. The invoice (Exhibit E) along with back-up documentation will be in a format specified by COUNTY. CONTRACTOR will deliver one invoice monthly to:

Tulare County Child Welfare Services
Attention: Wraparound Project Analyst
5957 S. Mooney Blvd
Visalia, Ca 93277

***If the child/family is eligible for EPSDT/Medi-cal funding please see Exhibit B-2**

- J. CONTRACTOR may change any individual line item by 10% in the budgets attached to Exhibit A. All line item shifts in excess of 10%, however, must be accompanied by a justification, and a statement of any changes of program participants or clients to be served as a result of the line item shift. All line item adjustments in excess of 10% must be approved in writing by COUNTY prior to implementation.

EXHIBIT B
COMPENSATION
FISCAL YEAR 2010-2011
EMQ FAMILIES FIRST, INC.
SPECIALTY MENTAL HEALTH RATES

COMPENSATION

- A. The COUNTY will not pay more than the State Maximum Allowance (SMA) rates.
- B. The minute rates for the term of this Agreement, unless otherwise amended and agreed to by both parties in writing are:
1. COUNTY agrees to pay CONTRACTOR for the following services and specified rates for the following services:
 - Case Management: \$2.02
 - Collateral: \$2.61
 - Mental Health Services: \$2.61
 - Crisis Intervention: \$3.88
- C. This minute rate times the units of service utilized by clients in the program will determine the reimbursement to CONTRACTOR to the maximum compensation of **FIVE HUNDRED AND SEVENTY-NINE THOUSAND DOLLARS (\$579,000.00)**. Said minute rate may be changed by amendment to this Agreement.
- D. The County MHP will reimburse CONTRACTOR for covered services rendered to beneficiaries only when the beneficiary is eligible for Medi-Cal Program benefits at the time the covered service is rendered by the CONTRACTOR and when prior authorization was received by the CONTRACTOR from COUNTY MHP. CONTRACTOR shall be responsible for determining ongoing client Medi-Cal eligibility for each month of service following the initial month in which services were authorized. If eligibility is determined using Automated Eligibility Verification System (AEVS) and Eligibility Verification Control (EVC) number shall be provided to the COUNTY MHP to document verification of eligibility.
- E. In the event the CONTRACTOR fails to comply with any provisions of this Agreement, COUNTY shall withhold payment until such noncompliance has been corrected. COUNTY will not fund services that have not been approved in advance by the Director of Mental Health.

FEES

CONTRACTOR, with input from various sources, include the State and County, will determine the cost of services and will use this information to formulate the per child cost of the program. COUNTY and CONTRACTOR mutually agree to follow all established regulations regarding this funding.

REQUIRED REPORTS: PAYMENT WITHHOLDINGS

Any other provision of this Agreement notwithstanding, should CONTRACTOR fail to provide any report by this Agreement in a timely manner and as otherwise set forth in this Agreement, COUNTY may withhold any payments otherwise due CONTRACTOR pursuant to this Agreement, and any other agreement between CONTRACTOR and COUNTY, until such report is properly submitted as determined by the Director.

INVOICING

CONTRACTOR understands that COUNTY will only pay for services actually rendered on a monthly basis. CONTRACTOR understands that COUNTY cannot make payment until all services are actually rendered and an invoice is submitted at the end of each monthly billing cycle. At the close of a monthly billing cycle, an invoice shall be submitted with within ten (10) days. Invoice shall contain the name of the individual beneficiary, type of service and supporting documentation for all mental health services provided along with the person(s) providing services, time and date of service, COUNTY MHP billing code, and duration of service. CONTRACTOR's program operates 365 days per year. Each monthly invoice shall be submitted within thirty days of the end of the month for which Mental Health Services were rendered. COUNTY MHP shall have the right to deny payment if the invoice is not submitted along with supporting documentation, as required by COUNTY MHP, then, payment shall be withheld until COUNTY MHP is in receipt of a complete and correct invoice and such invoice has been reviewed and approved by COUNTY MHP. All monthly invoices shall be subject to adjustments based upon the COUNTY MHP data systems reports. An Explanation of Benefits (EOB) data; and/or CONTRACTORS Annual Cost Report, which shall supersede and take precedence over all invoices.

CONTRACTOR shall submit invoices monthly to:

Tulare County Health & Human Services Agency
Attention: Children's Managed Care Division
5957 S. Mooney Blvd.
Visalia, CA 93277

Invoices shall be in the format approved by Tulare County Health & Human Services Agency, Director of Mental Health. All payments made under this agreement shall be made within thirty (30) days of submission of all required documentation in accordance with the COUNTY's payment cycle. Neither COUNTY nor the patient shall be responsible for billings which represent services rendered, if billings are presented more than sixty (60) days after the patient discharge date.

EXHIBIT ADDENDUM – B-1

PROPOSED BUDGET SUMMARY FORM
TULARE COUNTY WRAPAROUND PROGRAM
July 1, 2010 - June 30, 2011

Provider: **EMQ FamiliesFirst, Inc**

REVENUE

SB 163	\$ 520,050
EPSDT	579,000
TOTAL REVENUE	\$ 1,099,050

SALARIES & FRINGE

A. Direct Personnel Costs (Program & Service Personnel)	
Salary	\$ 349,892
Fringe	113,715
Total Direct Personnel Costs	<u>\$ 463,607</u>
B. Indirect Personnel Costs (Administrative and Clerical Personnel)	
Salary	\$ 146,554
Fringe	47,630
Total Indirect Personnel Costs	<u>194,184</u>
TOTAL SALARIES & FRINGE	\$ 657,791

OPERATING EXPENSE

Direct Costs	
Program Consultants	\$ 4,800
Interpreters	7,350
Travel - Staff Mileage	79,431
Emergency Funds (Flex)	36,750
Program Supplies	\$ 3,142
Total Direct Costs	\$ 131,473
Occupancy Costs	\$ 72,482
Regional Management Pool	\$ 83,403
TOTAL OPERATING EXPENSE	<u>287,357</u>
TOTAL SALARIES, FRINGE & OPERATING EXPENSE	\$ 945,149
G & A POOL (Administrative Overhead)	\$ 153,902
TOTAL EXPENSE	\$ 1,099,050

ADDITION TO TRUST FUND	<u><u>\$ (0)</u></u>
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**EXHIBIT ADDENDUM – B2
BUDGET NARRATIVE
TULARE COUNTY WRAPAROUND PROGRAM
JULY 1, 2010 TO JUNE 30, 2011**

REVENUE

SB 163 Revenue

Total SB 163 revenue is projected to be \$520,050. For budgetary purposes it was assumed the rate per client was \$3,537.75. Given that intakes occur as projected at a rate of 0.38 per month starting 7/1/10, 147 months of service will be provided in the year. (147 months x \$3,537.75)

EPSDT Revenue

EPSDT revenue is projected to be \$579,000. This assumes the delivery of 158,191 minutes of service at present SMA. This assumes delivery of approx. 1,899 units of services per month to each participating family. For budgetary purposes, it was assumed that 28.8% of the service minutes would be for case management, and 71.2% for mental health. Clinicians, Children and Family Team Facilitators and Family Specialists are billable positions.

Projected Additions to Trust Fund

The projected addition to the Trust Fund at June 30, 2011 is \$0.00. For budgetary purposes, this assumes post cost settlement Medi-Cal costs are at 2009 – 2010 (present) SMA and that trust fund dollars pay for medi-Cal costs in excess of SMA.

PERSONNEL

Taxes and benefits were calculated at 32.5% of salaries.

Clinical Program Manager (Indirect)

The total cost for an average of 1.00 FTE Clinical Program Manager is \$92,090. The base annual salary is \$69,502 per year. Taxes/benefits at 32.5% equal \$22,588. $\$69,502 + \$22,588 = \$92,090$.

Clinician (Direct)

The total cost for an average of 1.00 FTE Clinician is \$56,238. The base annual salary is \$42,444 per year. Taxes/benefits at 32.5% equal \$13,794. $\$42,444 + \$13,794 = \$56,238$.

Family/Child Team Facilitator (Direct)

The total cost for an average of 2.00 FTE Family/Child Team Facilitators is \$112,328. The base annual salary is \$42,388 per year. Taxes/benefits at 32.5% are \$27,552. $\$84,776 + \$27,552 = \$112,328$.

Family Specialist (Direct)

The total cost for an average of 4.50 FTE Family Specialist is \$185,553. The base annual salary is \$31,120 per year. Taxes/benefits at 32.5% are \$45,513. $\$140,040 + \$45,513 = \$185,553$.

Family Partner (Direct)

The total cost for an average of 1.65 FTE Family Partner is \$64,441. The base annual salary is \$29,476 per year. Taxes/benefits at 32.5% equal \$15,806. $\$48,635 + \$15,806 = \$64,441$.

Program Supervisor (Indirect)

The total cost for an average of 1.00 FTE Program Supervisor is \$61,151. The base annual salary is \$46,152 per year. Taxes/benefits at 32.5% are \$14,999. $\$46,152 + \$14,999 = \$61,151$.

Billing/Filing Clerk (Indirect)

The total cost for an average of 1.00 FTE Billing/Filing Clerk is \$40,943. The base annual salary is \$30,900 per year. Taxes/benefits at 32.5% are \$10,043. $\$30,900 + \$10,043 = \$40,943$.

Regional Manager (Direct)

The total cost for .4 FTE Regional Manager is \$45,046. The base annual salary is \$84,992 per year. Taxes/benefits at 32.5% equal \$11,049. $\$33,997 + \$11,049 = \$45,046$.

OPERATING EXPENSES**Program Consultants**

It is estimated the cost of Consultants will be \$4,800. This expense item includes staff training and consultancy by Wraparound experts and the implementation and monitoring of Wraparound fidelity evaluation tools.

Interpreters

It is expected that not all individuals needing service in Tulare County will be fluent in English. It is further expected that EMQ FamiliesFirst may not be able to hire staff fluent in all languages spoken in Tulare County. Provision has therefore been made for 147 hours of interpreter services at an estimated hourly rate of \$50. $(147 \text{ hrs} \times \$50 = \$7,350)$

Travel – Staff Mileage

Primarily includes mileage reimbursement paid (at the current federal rate) to staff supporting program or program related activities. In addition, a component of travel costs may include overnight travel by staff for training, meetings or conferences. Staff mileage was calculated at 16% of direct salaries $(\$496,444 \times 16\% = \$79,431)$.

Emergency Funds (Flex)

It is estimated Emergency Funds (Flex) expenditures will average \$250 per month per client family. Given intake estimates, 147 months of service are expected to be delivered. It is therefore estimated that Emergency fund expenditure will amount to approximately \$36,750. $(\$250 \times 147 = \$36,750)$.

Program Supplies

Includes those supplies utilized in the direct delivery of therapeutic services to clients. Program Supplies will average approx. \$21 per direct care staff per month. It is therefore estimated that Program Supply expenditure will amount to approximately \$3,142. $(\$21.00 \times 149.62 = \$3,142)$.

Occupancy Pool

Occupancy costs were calculated at 14.6% of direct personnel costs prior to the addition of taxes and benefits and include office rent, equipment/parts/materials, leases, telephone, outside services, repairs and maintenance and utilities. ($\$496,446 \times 14.6\% = \$72,482$)

Regional Pool

Regional costs were calculated at 16.8% of direct personnel costs prior to the addition of taxes and benefits and represent all other allocated costs not directly attributable to program as direct expense. This pool includes the Training Coordinator, Regional Vice President, Executive Director, postage, shipping, printing, dues & subscriptions, office supplies, conference & training and travel. ($\$496,446 \times 16.8\% = \$83,403$)

ADMINISTRATIVE OVERHEAD – G & A Pool

Indirect costs were calculated at 31.00% of direct care personnel costs. Indirect costs are allocated on the basis of a program's total payroll costs prior to the addition of taxes and benefits and may fluctuate slightly from month to month. EMQ FamiliesFirst has a strong administrative infrastructure that provides agency-wide support and resources for all programs and services. These include: accounting/fiscal, administrative services, facilities, executive office, human resources, training and information technology. All allocations are in accordance with OMB A-122 and generally accepted accounting principles.

EXHIBIT B-3
COST REPORT, RECONCILIATION, AND SETTLEMENT
FISCAL YEAR 2010-2011
EMQ FAMILIES FIRST, INC.

A. ANNUAL COST REPORT

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 this Agreement. Extensions of time to file the cost report at any later date must be approved in writing by the Assistant Agency Director- Mental Health Services, the Deputy Director- Clinical Services, or the Assistant Director of Administration. 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.

B. RECONCILIATION/INTERIM RATE ADJUSTEMENT

COUNTY will reconcile the Annual Cost Report and settlement will be based on the lower of cost or Standard Maximum Allowance (SMA) rate, 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.

C. REPAYMENT OR REIMBURSEMENT 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 programs or services provided under this Agreement shall be paid by CONTRACTOR, out of its own funds, within thirty (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".

D. EXCEPTIONS RE: REPAYMENT OR REIMBURSEMENT

The reimbursement provisions set forth above will not be applicable if any action or direction by COUNTY with regard to the program is the principal 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 in accordance with this Exhibit.

EXHIBIT ADDENDUM – E - Invoice

FAMILIESFIRST INC.
 2100 FIFTH STREET
 DAVIS, CA 95618

INVOICE DATE:
 PERIOD:

EXHIBIT E - 2010/2011 CONTRACT

Bill To:
 Tulare County HHSA
 Attn: Wraparound Analyst
 5957 S. Mooney Blvd.
 Visalia, CA 93277
 (559) 737-4660

RCL 10+		28 day mo.	30 day mo.	31 day mo.
Federal Rate:	\$ 2,646.00	\$ 94.50	\$ 88.20	\$ 85.35
Non Federal Rate:	\$ 5,291.00	\$ 188.96	\$ 176.37	\$ 170.68
RCL 12+		28 day mo.	30 day mo.	31 day mo.
Federal Rate:	\$ 3,147.00	\$ 112.39	\$ 104.90	\$ 101.52
Non Federal Rate:	\$ 6,294.00	\$ 224.79	\$ 209.80	\$ 203.03

Last Name	First Name	RCL	Funding	Program Source	Entry Date	Exit Date	# of Days	Rate/Day	Monthly Amt	Less Caretaker Pmt	Monthly Amt	Less 20% Holdback	Amount Due
									\$ -				
									\$ -				
									\$ -				
									\$ -				
									\$ -				
									\$ -				
									\$ -				
									\$ -				
									\$ -				
SUB TOTAL:											\$ -	\$ -	\$ -
LESS 20% HOLD BACK:											\$ -		

NET PAYMENT: \$ -