

SECOND AMENDMENT TO AGREEMENT

Tulare County Agreement Number 25084 is amended on _____, between the **COUNTY OF TULARE**, hereinafter referred to as "COUNTY" and **FAMILY PRESERVATION COMMUNITY SERVICES**, hereinafter referred to as 'CONTRACTOR' with reference to the following:

A. The COUNTY and CONTRACTOR entered Agreement No. 25084 on June 28, 2011 for the purpose of providing 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.

B. The COUNTY and CONTRACTOR amended Agreement No. 25084 on September 11, 2012 to extend the date of termination to June 30, 2013 and update Exhibits "A," and "B," and add Exhibit "A-1."

C. The COUNTY and CONTRACTOR agree to amend Agreement No. 25084 to extend the date of termination to June 30, 2014, update Exhibits "A," "B," and add Exhibit B-1.

D. This amendment shall become effective July 1, 2013.

ACCORDINGLY, IT IS AGREED:

I. Effective July 1, 2013 paragraph 1 entitled Term in the original Agreement is hereby revised to identify the new termination date of June 30, 2014.

II. Effective July 1, 2013 Exhibit "A" entitled Services is hereby substituted in its entirety with the attached Exhibit "A," which Exhibit is made a part of this Agreement by reference.

III. Effective July 1, 2013 Exhibit "B" entitled Compensation is hereby substituted in its entirety with the attached Exhibit "B," which Exhibit is made a part of this Agreement by reference.

IV. Effective July 1, 2012, Exhibit "B-1" is hereby added in its entirety and made a part of this Agreement by reference.

V. Except as provided above, all other terms and conditions of Agreement No. 25084 shall remain in full force and effect.

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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 PRESERVATION COMMUNITY SERVICES

Date: 6-20-13

By [Signature]
Title Executive Director

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 [Signature]
Deputy (2018765)

Dated 06/25/13



Exhibit A

Family Preservation Community Services

3710 Landmark Drive Suite 307

Columbia, SC 29204

PH: (888) 782-3424

FAX: (803) 782-3426

ATTN: Stephanie Hall

I. PURPOSE

A. Tulare County (hereinafter COUNTY) is collaborating with Family Preservation Community Services (hereinafter CONTRACTOR) to provide Tulare County Wraparound (hereinafter Wraparound) to eligible families in Tulare County. Wraparound is designed to serve families with multiple, complex needs that may threaten the families' stability, well-being and ability to keep their child(ren) 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. COUNTY and CONTRACTOR agree to abide by the standards provided in ACIN (All County Information Notice) No. I-28-99.

II. TARGET POPULATION

A. Children considered eligible for Wraparound shall meet the following criteria:

- i. Be a dependent or ward of the Tulare County Juvenile Court or eligible for Adoption Assistance Program (AAP) services (in accordance with W & I Code 16121) within Tulare County. CONTRACTOR shall limit Wraparound services to AAP children to a term of eighteen (18) months per behavior episode; and
- ii. Be a child who is currently placed in, or who is at risk of being placed in, a group home licensed by the department at RCL 10 or higher (priority shall be given to children that are placed in a RCL 12-14 group home or in juvenile hall or awaiting placement into a higher level of care).

OR:

- iii. Be a child who is not a current dependent or ward of the Tulare County Juvenile Court or eligible for Adoption Assistance Program (AAP) services but is deemed high risk and approved by the Wraparound Executive Team for Wraparound services; and
- iv. Be at-risk of placement in a RCL 10-14 group home.

Exhibit A

- B. In addition to the above, children considered for Wraparound must also meet all of the following criteria
- v. 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 and has signed a Release of Information form allowing the Community Team members to fully disclose information necessary to determine the appropriateness for Wraparound;
 - vi. Willing to participate in Wraparound; and
 - vii. Exhibit one or more of the following characteristics (this is NOT an all inclusive list):
 - a. Frequent running away
 - b. Sexualized behavior
 - c. Posttraumatic stress disorder
 - d. Aggressive/assaultive behavior
 - e. Oppositional/defiant behavior
 - f. Self-injurious behavior
 - g. Multiple placements
 - h. One or more hospitalizations in a Mental Health facility
 - i. Previously certified and approved for RCL 10-14 placement
 - j. Substance use disorder
 - k. Fire starter
 - l. Minor criminal behavior
 - m. School behavior/truancy problems
 - n. Beyond control of parents and/or primary care adults
 - o. Intensified services have been provided
 - p. Mild Developmental disorder not recognized by a Regional Center

III. CONTRACTOR SERVICE RESPONSIBILITIES

- A. CONTRACTOR shall provide services to eligible Wraparound participants in the geographical area of Tulare County.
- B. CONTRACTOR shall be available to provide Wraparound services to clients 24 hours per day, 7 days per week and 365 days per year. Contractor shall respond in person when deemed appropriate both during and outside of normal business hours.
- C. CONTRACTOR shall ensure appropriate transportation has been arranged for clients to access services as needed. Informal support or Community Resources shall be utilized as a first resort.

Exhibit A

- D. CONTRACTOR shall be responsible for facilitating; coordinating; noticing all parties via email appointment to include therapists, social worker, probation officer, educational liaison seven days in advance of the scheduled Child and Family Team meetings. If the scheduled CFT is canceled within 24 hours, a phone call shall be made to all the partners referenced above.
- E. CONTRACTOR shall coordinate and assign the following Child and Family Team members: Facilitator; Youth Partner; Parent Partner; Social Worker; Probation Officer; Therapist; and other persons or agencies, as required and/or requested by a child and/or family member.
- F. CONTRACTOR shall facilitate the Wraparound services planning process by engaging services following the SB 163 State Wraparound Standards issued by the California Department of Social Services.
- G. CONTRACTOR shall provide intensive case management, up to and including daily contact, as appropriate, with families to support them in achieving self sufficiency.
- H. CONTRACTOR shall make case records available to COUNTY during normal business hours and may participate in case reviews as requested by COUNTY. COUNTY retains the right to conduct on-site case records reviews to establish compliance with contract provision. COUNTY shall give two business days notice.
- I. CONTRACTOR shall coordinate the planning and delivery of services with COUNTY partners, therapists, community members, families and schools by ensuring that a copy of minutes from each CFT meeting are distributed to all parties by 5:00 PM on the Monday of the following week.
- J. CONTRACTOR shall help the family develop, coordinate, connect to formal support and services in the family's community (home-based and community-based provided by professionals).
- K. CONTRACTOR shall help the family develop, coordinate and identify informal supports and services in the community.
- L. CONTRACTOR shall help the family identify an informal Family Partner within the first ninety (90) days of the family's enrollment to Wraparound.
- M. CONTRACTOR shall contact family within 24 hours of RISC approval, or child's return to the home, whichever is later. CONTRACTOR shall have a face-to-face contact with the family within 48 hours of RISC approval or return home which ever is first. If the family is unable to meet face-to-face within 48 hours, CONTRACTOR shall notify the referring agency via email within 72 hours.
- N. CONTRACTOR shall facilitate the initial development of and shall regularly assess, monitor and update the County Child and Family Placement Safety Plan and the

Exhibit A

Child and Family Team Service Plan (CFT Service Plan) relevant to each child and/or family enrolled in Wraparound. This process shall include involvement and approval (as indicated by signature) of all Child and Family Team members to include social worker, therapist, and probation officer.

- O. CONTRACTOR shall develop the initial Child and Family Placement Safety Plan at the first face-to-face with the family and shall include all pertinent information provided in the RISC packet.
- P. If a crisis situation occurs and is directly linked to the safety of the child, family and/or community CONTRACTOR shall immediately develop or revise a Child and Family Placement Safety Plan to provide to the Community Team at their next scheduled meeting.
- Q. CONTRACTOR shall ensure the following face-to-face meetings occur with the family and child weekly unless family and child is transitioning towards graduations.
 - i. Child and Family Team Meeting
 - ii. Youth Partner Meeting (or more than once per week)
 - iii. Parent Partner (or more than once per week)
- R. CONTRACTOR shall notify the referring party if two consecutive CFT's were canceled via email.
- S. CONTRACTOR shall develop the initial CFT Service Plan within 30 days of RISC approval into Tulare County Wraparound. CONTRACTOR shall update the CFT Service Plan each quarter and present it at the Community Team Meeting. The plan presented should have signatures from all Child and Family Team members who are assigned responsibility in any domain. This includes social workers, probation officers, therapist, and any other member of the team that may be assigned a responsibility in the CFT Service Plan.
- T. CONTRACTOR shall distribute the Family Satisfaction Surveys annually and upon discharge.
- U. CONTRACTOR shall meet with the Tulare County System Partners as scheduled and provide the following reports:
 - i. Wraparound Progress Form (WAF) (at first ninety days and quarterly thereafter)
 - ii. Satisfaction Surveys
- V. CONTRACTOR shall meet with the Tulare County Wraparound Community Team (hereinafter Community Team) as scheduled and provide the following reports:

Exhibit A

- i. CFT Service Plans (monthly)
 - ii. Wraparound Progress Form (WAF) (quarterly)
- W. CONTRACTOR shall report all critical and/or 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. CONTRACTOR shall provide a copy of any critical and/or special incident report to the Community Teams at their next scheduled meeting.
- X. CONTRACTOR shall provide all of the outcome-based measures consistent with Wraparound requirements as stated in Section V.
- Y. CONTRACTOR shall ensure all staff members receive training as determined appropriate by the COUNTY. Wraparound specific training must be approved by the COUNTY prior to attending to ensure alignment with the California Wraparound Standards. County recommends that if a free training is offered by the state that the CONTRACTOR as well as COUNTY staff attend.
- Z. CONTRACTOR shall submit SB163 Monthly Invoices on a form approved by COUNTY by the 15th day of the month following the month of service.
- AA. 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 and/or family.
- BB. CONTRACTOR shall notify COUNTY of discharge date and reason within 24 hours of discharge.
- CC. CONTRACTOR shall notify COUNTY upon the possible merger with another organization. In the case that a merger occurs the COUNTY may open contract discussions with CONTRACTOR via written request to the CONTRACTOR. The COUNTY and CONTRACTOR may negotiate the terms and/or conditions of this agreement, if needed. If an agreement cannot be made, the COUNTY reserves the right to terminate the contract.
- DD. CONTRACTOR will adhere to all Interagency COUNTY policies developed by the System Partners and signed by the Wraparound Executive Management team. Any changes to interagency policies must be mutually agreed upon by COUNTY and CONTRACTOR.
- EE. CONTRACTOR shall abide by COUNTY documentation standards. Any changes to documentation standards must be mutually agreed upon by COUNTY and CONTRACTOR.

Exhibit A

IV. COUNTY RESPONSIBILITIES

- A. COUNTY Child Welfare Services (CWS) or Probation Department shall refer all children eligible for Wraparound to the Tulare County Resource Intensive Services Committee (RISC). The RISC reviews all referrals and determines approval for Wraparound enrollment. Prior to referring a family to Wraparound COUNTY staff shall ensure that the child(ren) and potential caretaker understand and have agreed to be involved in Wraparound.
- B. COUNTY shall agree that when a child(ren) who is currently enrolled in Wraparound is removed from the current placement and placed into a higher level of care, such as (this is NOT an all-inclusive list) a group home with a Rate Classification Level (RCL) of 10-14, juvenile hall or a psychiatric hospital, the criteria for determining continued eligibility shall be as follows:
 - i. 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 Wraparound; and
 - ii. A communal care setting (ex. juvenile hall, psychiatric hospital, group home) shall not exceed thirty (30) days, unless determined to be appropriate by the Community Team.
- C. COUNTY shall agree that child(ren) 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 Wraparound.
- D. COUNTY shall maintain a tracking log/spreadsheet which shall include but not be limited to: child's demographic information, RISC approval date, enrollment date, discharge date and reason for disenrollment and/or graduation date for each child enrolled in Wraparound.
- E. In the case that a business merger may occur, COUNTY may open contract discussions with CONTRACTOR via written request to the CONTRACTOR. The COUNTY and CONTRACTOR may negotiate the terms and/or conditions of this agreement, if needed. If an agreement cannot be made, the COUNTY reserves the right to terminate the contract.
- F. COUNTY shall conduct random case reviews at CONTRACTOR's office. COUNTY shall give two business days notice.
- G. COUNTY staff shall complete the group home agreement on all CWS (excluding AAP) and Probation referred cases within one week of approval of RISC.

Exhibit A

- H. COUNTY staff shall complete the group home agreement on all AAP referred cases at RISC.
- I. Referring party shall notify Managed Care of discharge date and reason within 24 hours of discharge.

V. CLIENT SATISFACTION/ENGAGEMENT OUTCOMES, QUALITY IMPROVEMENT AND PROGRAM EVALUATION

- A. CONTRACTOR shall utilize the following outcomes tools:
 - i. Wraparound Progress Form (WAF) quarterly to track and monitor outcomes as defined by the COUNTY and provide a written report biannually to COUNTY.
 - ii. Family Preservation Community Services (FPCS) will collect Family Satisfaction Surveys and will track the results of the survey on a spreadsheet. This spreadsheet will be given to Contractor quarterly.
 - iii.
 - a. CONTRACTOR will provide the FPCS Family Survey to families for completion annually after enrollment into Wraparound, annually thereafter and upon exit of Wraparound.
 - b. CONTRACTOR shall provide the FPCS Family Survey upon exit of Wraparound to ALL families regardless of the reason for exit; this shall include (this is NOT an all-inclusive list) successful exits such as graduation from Wraparound AND un-successful exits such as non-compliance by the family.
 - c. CONTRACTOR shall provide the results of these surveys to the Community Team at their regularly scheduled meetings.
- B. COUNTY shall monitor the following outcomes (this is NOT an all-inclusive list):
 - i. Family Satisfaction: CONTRACTOR will monitor this indicator via the FPCS Family Surveys tracking spreadsheet report on a quarterly basis.
 - ii. Parent/caregiver satisfaction: this indicator will be monitored at the discretion of the County via the Tulare County Parent Surveys.
 - iii. Child satisfaction: this indicator will be monitored at the discretion of the County via the Tulare County Child Surveys.
 - iv. Improvement in family involvement and family functioning: CONTRACTOR will monitor through the quarterly Wraparound Progress Form (WAF) and report at the Community Team meetings.

Exhibit A

- v. Improved school attendance, academic performance, emotional and behavioral adjustment: CONTRACTOR will monitor these through direct contact with Schools and Mental Health and report on them quarterly in the Wraparound Progress Form (WAF) and during the Community Team meetings. The report shall include performance as indicated by the parent, education provider, CONTRACTOR, and COUNTY agency representatives.
- vi. Prevention of placement into more restrictive environments: CONTRACTOR will monitor this indicator via the Client Log. Data regarding the number of children who are able to remain out of group home care or returned to lower level of group home care will be monitored and discussed periodically.
- vii. Cost effectiveness: COUNTY will continue to assess tools to evaluate cost effectiveness.
- viii. 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.

Exhibit B

Family Preservation Community Services

I. FUNDING FORMULA AND FISCAL PROVISIONS FOR FOSTER CARE
FUNDING - COMPENSATION

- A. COUNTY shall pay CONTRACTOR an amount not to exceed \$1,000,000 for the fiscal year 2013/2014.
- B. COUNTY shall pay CONTRACTOR a Four Thousand Dollar (\$4,000.00) flat rate per-child, per-month from SB 163 Foster Care Funds with the exception of RCL 10 Federal children that will receive \$3,739.00 per month. The monthly per-child rate will be prorated by the COUNTY based on the actual Wraparound enrollment and discharge dates for each child.

In the event that a child has a concurrent out-of-home placement caretaker payment, COUNTY shall not deduct the caretaker payment from CONTRACTOR payment and shall pay CONTRACTOR in the manner outlined in the table below. These payments will be made from SB 163 Foster Care Funds. The monthly per-child rate will be prorated by the COUNTY based on the actual Wraparound enrollment and discharge dates for each child.

Payment Table for Children with an Additional Caretaker Payment	
Rate Classification Level (RCL) and Federal (F)/Non-Federal (NF) Status	Payment to Contractor
RCL 10+ Federal	\$ 3,739.00
RCL 10+ Non-Federal	\$ 4,000.00
RCL 12+ Federal	\$ 4,000.00
RCL 12+ Non-Federal	\$ 4,000.00

- C. COUNTY shall pay CONTRACTOR a Three Thousand Dollar (\$3,000.00) flat rate per-child, per-month from the Children's Wraparound Trust Funds for children who are not dependents or wards of Tulare County and who are approved by the Wraparound Executive Team for Wraparound services. The monthly per-child rate will be prorated by the COUNTY based on the actual Wraparound enrollment and discharge dates for each child.
- D. Wraparound is supposed to be a cost neutral program to the COUNTY. Therefore, if at any time the enrolled child census reaches a point in which the number of federally eligible children vs. non-federally eligible children creates a situation in which the County can no longer support the rate or the COUNTY is no longer able to pay the concurrent out-of-home placement caretaker payment in addition to the rates in the table above, the COUNTY may open contract discussions with CONTRACTOR via written request to renegotiate the payment terms. If an agreement can not be made, the COUNTY reserves the right to terminate the contract.

Exhibit B

- E. CONTRACTOR shall provide COUNTY with one monthly invoice for SB 163 Foster Care payments by the 15th day of the following month in a format acceptable to the COUNTY. CONTRACTOR shall email invoices to the designated staff person in Tulare County Child Welfare Services.
- F. COUNTY will mail payments to CONTRACTOR within 30 days after an approved final invoice and any required back-up documentation is received. Payments will be made for a period of one month at a time.
- G. CONTRACTOR shall fully utilize the continuum of services within the existing service delivery system so as to maximize SB 163 Foster Care funds.
- H. CONTRACTOR will deposit the balance of any SB 163 Foster Care by COUNTY, after appropriate expenditures have been made, into a trust fund account specifically established for this Wraparound contract.
- I. CONTRACTOR shall issue to COUNTY the balance of all Wraparound trust funds held by CONTRACTOR by July 31, 2014. 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
- J. CONTRACTOR is to provide COUNTY with monthly expenditure reports by the last day of the month following the end of the month.
- K. 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.

Exhibit B - 1

Family Preservation Community Services

I. COMPENSATION FOR MENTAL HEALTH REFERRED AND PLACED YOUTH

- A. The monthly rate is all-inclusive for intensive in-home supportive services that are not billable to Medi-Cal. The monthly rates for the term of this Agreement, unless otherwise amended and agreed to by both parties in writing are as follows.
 - i. COUNTY shall pay CONTRACTOR a Four Thousand Dollar (\$4,000.00) flat rate per-child, per-month from the COUNTY Mental Health budget.
- A. COUNTY Mental Health will reimburse CONTRACTOR for covered services rendered to beneficiaries only when the beneficiary is rendered by the CONTRACTOR and when prior authorization was received by the CONTRACTOR from COUNTY Mental Health.
- B. COUNTY Mental Health will reimburse COUNTRATOR at a prorated monthly rate based on the admission and discharge date of the youth being served.
- C. 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

II. INVOICING

- A. 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 within thirty (30) days. Invoice shall contain the name of the individual beneficiary, type of service and supporting documentation for all services provided along with the person(s) providing services, time and date of service, COUNTY Mental Health billing code, and duration of service. COUNTY Mental Health shall have the right to deny payment if the invoice is not submitted along with supporting documentation, as required by COUNTY Mental Health, then, payment shall be withheld until COUNTY Mental Health is in receipt of a complete and correct invoice and such invoice has been reviewed and approved by COUNTY Mental Health. All monthly invoices shall be subject to adjustments based upon the COUNTY Mental Health data systems reports. An Explanation of Benefits (EOB) data; and/or CONTRACTORS Annual Cost Report, which shall supersede and take precedence over all invoices.
- B. For all Mental Health Referred youth, 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

Exhibit B - 1

- C. 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 invoice 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.