

AGREEMENT FOR SERVICES #515-S1010
AMENDMENT I

THIS AMENDMENT I to that Agreement for Services #515-S1010 made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Tabula Rasa Treatment Homes, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 8742 Palmias Court, Fair Oaks, CA 95628 (Mailing: P.O. Box 911, Fair Oaks, CA 95628), and whose Agent for Service of Process is Michelle Mandery, 8742 Palmias Court, Fair Oaks, CA 95628; (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide "as requested" protection in the form of emergency shelter care and/or foster care placement for certain children who have been taken into protective custody by County's Department of Human Services Child Protective Services or who are adjudicated dependents or wards of the court (collectively hereinafter referred to as "Client", "child" or "children") and whom County takes or accepts into its charge to ensure their safety and well-being pursuant to the provisions of the California Welfare and Institutions Code (WIC) Sections 305, 625, 626(b) and 16500 et seq., in accordance with Agreement for Services #515-S1010, dated September 24, 2010, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend **Article III – Compensation for Services**; and

WHEREAS, the parties hereto have mutually agreed to add **Article XXXVI – Debarment and Suspension Certification** and **Article XXXVII - Accounting Systems and Financial Records**.

NOW, THEREFORE, the parties do hereby agree that Agreement for Services shall be amended a first time as follows:

ARTICLE III

Compensation for Services: For each Client placed with Contractor, County shall pay Contractor with AFDC-FC funds at the current applicable monthly Group Home rate established by the California Department of Social Services (CDSS) Foster Care Funding and Rates Bureau (FCFRB). If Contractor is vendored by a Regional Center, County shall pay at their current applicable rate as established and authorized by the California Department of Developmental Services (CDDS).

County and Contractor agree that payments referenced in this Agreement shall be based upon the current applicable monthly rates as established by the FCFRB or, when appropriate, as established by the CDDS for Regional Center vendored facilities and transmitted to CDSS. County shall compensate Contractor for the services authorized by County for each Client, as set forth in this Agreement and at Contractor's current California-approved Licensing Rate Classification Level ("RCL"), which varies based on the licensing classification of Contractor and the age of Client at the time services are rendered. These rates are published by CDSS and transmitted to County and Contractor via a CDSS All County Letter (ACL) whenever there is a change in the rates. For services provided hereunder, County shall calculate payment for services rendered and shall issue payments, including prorated payments, at a rate based on the length of Client's stay at facility and the classification and level of services authorized and provided. County agrees to pay Contractor monthly in arrears for services authorized by County and rendered by Contractor. More specifically:

- For Foster Care Placement services, County shall transmit said payment in the form of a check within fifteen (15) days following the end of the month in which services were provided.
- For Emergency Shelter Care services, County shall transmit said payment in the form of a check within thirty (30) days following the end of the month or following the last date said services were provided.
- Unique or specialized services obtained on behalf of Client shall require written authorization from Client Caseworker and Caseworker's supervisor prior to the procurement for said service(s). Payment for any unique specialized service(s) shall be made in the form a check within forty-five (45) days of receipt of a detailed invoice accompanied by a copy of the purchase receipt or invoice and the written authorization from County.

The categories of rates that are established by CDSS or CDDS and that may, based on Contractor's agency classification and/or RCL, be applicable for reimbursement under this Agreement are:

Foster Family Homes (FFH): Foster Family Homes, as defined in California's Department of Social Services Community Care Licensing (CCL) regulations, provide 24-hour care and supervision in a licensee's family residence for no more than six (6) children. Care is provided to children who are mentally disabled, developmentally disabled or physically handicapped, children who have been removed from their home because of neglect or abuse, children who require special health care needs and supervision because of such disabilities or children who are adjudicated wards of the court.

Kinship Guardianship Assistance Payments Program (Kin-GAP): The Kinship Guardianship Assistance Payment Program was established by California Senate Bill 1901 (Chapter 1055, Statutes of 1998) to provide services to all children exiting the juvenile court dependency system on or after January 1, 2000 to live with a family member(s), relative legal guardian or non-related extended family member. A delinquent ward may also be placed with a family member(s), relative legal guardian or non-related extended family member. WIC Section 11364 et seq. establishes that Kin-GAP Program rates are to be paid on behalf of eligible children at an amount equal to one hundred percent (100%) of the basic rate paid to a licensed or approved FFH. Children who are in receipt of Kin-GAP benefits are also entitled to receive the infant supplement (see "Infant Supplement," below).

Foster Family Agency (FFA) Treatment and Nontreatment Program Rates: There are two types of FFA programs: "treatment foster care or therapeutic foster care," and "nontreatment foster care."

The California Department of Social Services (CDSS) has statutory responsibility for developing, implementing and maintaining a rate setting system for FFAs receiving AFDC-FC funds. The FFA treatment rates are established by using the basic rate for the FFH plus a set increment for the special needs of the child, a maximum amount for social work activities and a percentage for administration, recruitment and training. The FFA nontreatment rates are established by using only the basic rate of the FFH and a specialized care rate when appropriate.

Group Home (GH): Group Home, as defined in CCL regulations, refers to a residential facility of any capacity that provides 24-hour non-medical care and supervision to children in a structured environment with the services provided at least in part by staff employed by the licensee. It does not include health facilities and clinics, county-operated juvenile halls, homeless shelters or residential schools whose only function is education. Although a Group Home may be licensed to care for fewer than six (6) children, the vast majority of Group Homes are licensed to care for six or more children.

Intensive Treatment Foster Care Programs: WIC Section 18358 et seq. sets the requirements for implementing the Intensive Treatment Foster Care Program (ITFC). Rates for Foster Family Agency programs participating under this Section shall be exempt from the current AFDC-FC Foster Family Agency rate-setting system. Rates for Foster Family Agency programs participating under this Section shall be set according to the appropriate service and rate level based on the level of services provided to the eligible child and the certified foster family. For an eligible child placed from a Group Home program, the service and rate level shall not exceed the rate paid for Group Home placement. For an eligible child assessed by the County interagency review team as at imminent risk of Group Home placement or psychiatric hospitalization, the appropriate service and rate level for the child shall be determined by the interagency review team at time of placement.

Special Care Increments: WIC Section 11461(e)(1) defines "specialized care increment" as an AFDC-FC approved amount paid with State participation on behalf of an AFDC-FC Client requiring specialized care to licensed or approved family home facility with a capacity of six (6) or less or in an approved home of a family member(s) or relative or non-related legal guardian in addition to the basic rate.

Adoption Assistance Program: WIC Sections 16115, 16118, 16119 and 16120 et seq. establishes the criteria necessary for determining a child's Adoption Assistance Program eligibility status and for the provision of financial aid. It directs County to directly reimburse eligible individuals for reasonable nonrecurring expenses as defined by CDSS that are incurred as a result of the adoption of a Client eligible for the Adoption Assistance Program and instructs County to seek reimbursement for said costs from State.

Annual and Initial Clothing Allowance: WIC Sections 11460 and 11461 et seq. and the California 2001-02 Budget Act defines annual and initial clothing allowances as the amount paid by each County with State participation in addition to the AFDC-FC basic rate for the provision of clothing for an AFDC-FC child. This includes an initial supply of clothing, school or other uniforms, disposable diapers for infants and for children who use disposable diapers as undergarments. The State supplemental clothing allowance does not supplant the regular County clothing allowance. Donated clothing may supplement but not supplant any clothing allowance provided by the State or County.

Infant Supplement: California Senate Bill 510 (Chapter 1066, Statutes of 1988) implements the Omnibus Budget Reconciliation Act (OBRA) of 1987 which amended sections of the Social Security Act which requires the aid payment for a minor parent who receives AFDC-FC to also include an amount for the care of the minor parent's child living with the parent in placement. CDSS Operations Manual, Division 11, Section 11-415.1 addresses the administrative standards for eligibility and assistance programs regulations for AFDC-FC program rates and states, "The infant supplement paid shall be a uniform amount to cover the cost of care and supervision of a child in addition to the rate that would otherwise be paid for the minor parent's placement." Authorities cited are Sections 10553 and 10554, California Welfare and Institutions Code. Reference: Sections 11465 and 11468, California Welfare and Institutions Code. Children who are in receipt of Kin-GAP benefits are also entitled to receive the infant supplement.

Contractor and its duly licensed certified substitute care providers shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. All substitute care providers shall be appropriately cleared by the DOJ to perform substitute care services pursuant to Article XXVI-Fingerprinting, below, and shall be licensed and certified as required by the State. Assumption or takeover of any of Contractor's duties, responsibilities, obligations or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with County's express prior written approval.

Contractor and its duly licensed certified substitute care providers shall have no claim whatsoever against County for payment of any money or reimbursement of any kind for any service(s) provided by Contractor or its duly licensed certified substitute care providers following the termination of this Agreement. Contractor shall not charge any Client or their family or guardian, or receive any fee or payment from any Client or their family or guardian, for services rendered pursuant to this Agreement. Contractor shall not charge or receive fees or payments from any Client or their family or guardian for children referred to Contractor pursuant to this Agreement who are not actually placed in facility. Should Contractor receive any such payment, Contractor shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after termination of this Agreement or any overpayments made in error shall not constitute a waiver of County's right to recover such payment from Contractor. Any payment made in error shall be returned to County within forty-five (45) days of receipt of said payment either by returning the check sent in error or by issuance of a new check made payable to County. This provision shall survive the termination of this Agreement. Notwithstanding the foregoing, if County does not remove Client from Contractor's Group Home facility following termination of this Agreement, County shall continue to pay based upon the Group Home's RCL rate. If County does not remove Client from Contractor's Certified Family Home following termination of this Agreement, County shall continue to pay for Client's residence based upon the current applicable monthly facility rate(s) established by the CDSS, Foster Care Funding and Rates Bureau.

Contractor shall maintain a Foster Care Funding and Rates Bureau (FCFRB) facility rate(s) or, for a Contractor vendored by a Regional Center, authorization for payment of the Regional Center rate with AFDC-FC funds throughout the term of the Agreement.

Expenditures made by Contractor during the provision of services under this Agreement shall be in compliance and in conformity with the United States Office of Management and Budget (OMB) Circular, A-122. Contractor is responsible for obtaining the most recent version of this Circular which is available online at <http://www.whitehouse.gov/omb/circulars/index.html>.

Charges for placements lasting less than a full month shall be prorated. Payment for placements shall commence the day Client is placed with Contractor and terminate the day before Client is removed. When Contractor agrees to hold a bed open for Client, Contractor shall document County's agreement to pay for the open bed in Client's record and shall request from County a written confirmation via fax of said requested open bed hold. County shall not pay for an open bed for a period in excess of seven (7) days.

Should Contractor, after having Client admitted to a psychiatric facility, unilaterally decide not to take Client back, all payments made to Contractor to keep the space available for that Client shall be returned immediately to County by Contractor, unless otherwise agreed to by County and Contractor in writing.

Emergency Shelter Care Rates: The term "emergency shelter care" refers to placements made with little or no advance notice pending court-ordered placement of Client. Emergency shelter care rates shall be pro-rated based on the current applicable monthly facility rate(s) established by the California Department of Social Services, Foster Care Funding and Rates Bureau.

Reimbursement for Unique, Specialized Purchases: Purchases necessary to meet unique, specialized requirements that are specific to an individual Client and are critical to their safety and/or well-being shall be reviewed and authorized on a case-by-case basis by the County as follows:

- For Clients who are a dependent of the court, all such unique, specialized purchases must be specifically pre-approved in writing by El Dorado County's Department of Human Services Director, Assistant Director, Chief Financial Officer or Child Protective Services Program Manager.
- For Clients who are a ward of the court, all such unique, specialized purchases must be specifically pre-approved in writing by the El Dorado County Probation Department's Chief Probation Officer or Supervising Deputy Probation Officer.

Under no circumstances shall County reimburse Contractor, or their duly licensed certified substitute care provider, for any provisions, supplies or other items that have not been pre-approved in writing. Contractor shall submit, within thirty (30) days following the month in which purchase was made, a detailed invoice accompanied by a copy of the purchase receipt(s) and the written authorization from the appropriate County department, i.e., Department of Human Services for Clients who are dependent children of the court or Probation Department for Clients who are wards of the court.

Any correspondence or inquiries relative to payments under this Agreement shall be in writing and shall be addressed to:

| <i>West Slope and All Other Non-East Slope Contractors</i> | <i>East Slope Contractors</i> |
|---|---|
| <p>El Dorado County Department of Human Services Attn: Accounting Unit 3057 Briw Road Placerville, CA 95667</p> | <p>El Dorado County Department of Human Services Attn: Child Protective Services 3368 Lake Tahoe Blvd., #100 South Lake Tahoe, CA 96150</p> |

The maximum compensation payable under this Agreement shall not exceed \$200,000.00 during any fiscal year, which shall be defined as the period commencing July 1 of each calendar year and ending June 30 of the following calendar year.

ARTICLE XXI

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

For general contract notices and notices pertaining to Clients who are dependent children:

COUNTY OF EL DORADO
DEPARTMENT OF HUMAN SERVICES
3057 BRIW RIDGE ROAD
PLACERVILLE, CA 95667
ATTN: DEANN OSBORN, STAFF SERVICES ANALYST II

And for notices pertaining to Clients who are wards of the court:

EL DORADO COUNTY
PROBATION DEPARTMENT
3974 DUROCK ROAD, SUITE 205
SHINGLE SPRINGS, CA 95667
ATTN: GREGORY S. SLY, CHIEF PROBATION OFFICER

or to such other location as the County directs with a copy of general contract notices to:

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: THERESA R. DALY, PURCHASING AGENT

Notices to Contractor shall be addressed as follows:

TABULA RASA TREATMENT HOMES, INC
P.O. BOX 911
FAIR OAKS, CA 95628
ATTN: MICHELLE MANDERY, EXECUTIVE DIRECTOR

or to such other location as the Contractor directs.

ARTICLE XXXVI

Debarment and Suspension Certification: By signing this agreement, the Contractor agrees to comply with applicable Federal suspension and debarment regulations including, but not limited to 45 CFR 76 and Contractor further certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- B. Have not within a three year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification of destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in the above Paragraph B;
- D. Have not within a three (3)-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default;
- E. Shall not knowingly enter in to any lower tier or subrecipient covered transaction with any person(s) who are proposed for debarment under Federal regulations (i.e., 48 CFR part 9, subpart 9.4) or are debarred, suspended, declared ineligible or voluntarily excluded from participation in such transactions, unless authorized by the State; and
- F. Shall include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier or subrecipient covered transactions in accordance with 45 C.F.R. Part 76.

If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation in writing to County.

The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal and State Governments, County may immediately terminate this Agreement for cause or default.


ARTICLE XXXVII

Accounting Systems and Financial Records: Contractor shall be required to establish and maintain accounting systems and financial records that accurately account for and reflect all federal funds received, including all matching funds from the State, County and any other local or private organizations. Contractor's records shall reflect the expenditure and accounting of said funds in accordance with all State laws and procedures for expending and accounting for all funds and receivables, as well as meet the financial management standards in 28 Code of Federal Regulations (CFR), Part 66, and all current revisions of OMB Circular A-87. More particularly,


Contractors are responsible for complying with OMB Circular A-87 and 28 CFR, Part 66, and the allowability of the costs covered therein. Contractor must obtain written approval from DHS Executive Management prior to the expenditure of any "special" or unusual costs in order to avoid possible disallowances or disputes based on any potential unreasonableness or unallowability of expenditures as detailed under the specific cost principles of OMB Circular A-87. In order to obtain the most current regulations, the user should consult not only the latest version of the CFR, but also the LSA issued in the current month. The *Federal Register* home page (<http://www.gpoaccess.gov/nara/index.html>) offers links to both the *Federal Register* and the CFR. An electronic CFR (e-CFR) is available at <http://www.gpoaccess.gov/ecfr/>. The e-CFR is an unofficial editorial compilation of CFR material and *Federal Register* amendments. It is a current, daily updated version of the CFR; however, it is not an official legal edition of the CFR. Please note that on-line versions of the CFR may not be the most current available.

Except as herein amended, all other parts and sections of that Agreement #515-S1010 shall remain unchanged and in full force and effect.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:


By: 
DeAnn Osborn, Staff Services Analyst II
Department of Human Services

Dated: February 2, 2011


By: 
Gregory S. Sly
Chief Probation Officer
Probation Department

Dated: 2-14-11

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: 
Daniel Nielson, M.P.A., Director
Department of Human Services

Dated: 2-3-2011

By: 
Gregory S. Sly
Chief Probation Officer
Probation Department

Dated: 2-14-11

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #515-S1010 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____
Theresa R. Daly, Purchasing Agent

Dated: _____

-- CONTRACTOR --

TABULA RASA TREATMENT HOMES, INC
A CALIFORNIA CORPORATION

By: Michelle Mandery
Michelle Mandery, Executive Director
"Contractor"

Dated: 2/25/11

By: Julie Conrad, RN
Corporate Secretary

Dated: 3/4/2011