

## CONTRACT AMENDMENT

### PLACER COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

DESCRIPTION: Home to Stay Program Services  
CONTRACT NO. HHS000180-A  
BEGINS: October 1, 2020  
ENDS: June 30, ~~2022~~ 2023  
ADMINISTERING AGENCY: Health and Human Services, Children's System of Care

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Description: First amendment to this contract with WAYFINDER FAMILY SERVICES to extend the contract term for a period of one year and increase compensation commensurate with the additional time and services.

WHEREAS, County of Placer (COUNTY) has contracted with **WAYFINDER FAMILY SERVICES** (CONTRACTOR) to in-home support services and counseling to families whose children are at risk of placement disruption due to emotional, behavioral, and mental health issues, and

WHEREAS, COUNTY wishes to exercise its first option to extend the contract term for one year, and

WHEREAS, CONTRACTOR has agreed to provide services to assist in this venture as a continuation of services already provided, and

WHEREAS, it is necessary to modify the current agreement to extend the contract term and increase compensation commensurate with the additional time of services,

NOW, THEREFORE, IT IS AGREED BY BOTH PARTIES THAT, EFFECTIVE JULY 1, 2022 the following amendment is made to the original contract, additions are shown in bold, italics, and underline, and deletions are shown in strike-through:

1. Section 1, SERVICES, is hereby amended as follows:
  1. SERVICES: CONTRACTOR agrees to provide COUNTY with counseling and support services focused on family preservation, as set forth in Exhibit A-1, titled **Revised** Scope of Services, attached hereto and incorporated herein by this reference.
2. Section 3, PAYMENT, is hereby amended as follows:
  3. PAYMENT: COUNTY will pay to CONTRACTOR as full payment for all services rendered pursuant to this Agreement in the amount set forth in Exhibit B-1, titled **Revised** Payment Provisions. The payment specified in Exhibit B-1 shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. The total amount of this contract and payments made under this Agreement shall not exceed TWO HUNDRED SEVENTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$272,500). If the additional one-year option to extend this Agreement is exercised as set forth in Section 11 below, the contractual amount will increase in an amount not to exceed ~~ONE HUNDRED FIFTY-FIVE THOUSAND SEVEN HUNDRED FOURTEEN DOLLARS (\$155,744)~~ **THREE HUNDRED THIRTY-THREE THOUSAND TWENTY-THREE DOLLARS (\$333,023)** for a total contractual obligation not to exceed ~~FOUR HUNDRED TWENTY-EIGHT THOUSAND TWO HUNDRED FOURTEEN DOLLARS (\$428,214)~~ **SIX HUNDRED FIVE THOUSAND FIVE HUNDRED TWENTY-THREE DOLLARS (\$605,523)**. This rate shall be inclusive of all CONTRACTOR costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses except as otherwise might be specifically set forth in this Agreement. CONTRACTOR shall charge for travel according to the Federal General Services Administration (GSA) guidelines.
3. The first paragraph under Section 5, INVOICES, is hereby amended as follows:

- 5.1 CONTRACTOR shall provide invoices to the COUNTY on a monthly basis, within 30 days of the close of each calendar month with the exception of June billing. For all CEC/Cash Claim contracts, invoices for actual services provided between June 1st and June 15th shall be received by COUNTY by 5pm June 20th, and invoices for actual services provided between June 16th and June 30th shall be received by COUNTY by 5pm July 15th. For all other contracts, invoices for services provided during the month of June shall be received by COUNTY by 5:00 p.m. on July 15th. Exhibit B-1, titled **Revised** Payment Provisions shall indicate if this contract is reimbursed with funds from the CEC/Cash Claim. COUNTY will review, approve, and pay all valid invoices within 30 days of receipt. In the event of multiple invoices being submitted to the COUNTY at one time or insufficient documents supporting an invoice, payment by the COUNTY may be delayed beyond the 30 day timeline.
4. Section 6, EXHIBITS, is hereby amended as follows:
6. EXHIBITS: All exhibits referred to in this Agreement, and/or identified in the list of exhibits following the signature page, and / or otherwise attached to the Agreement are hereby incorporated herein by this reference and collectively, along with this base document, form the Agreement. In the event of any conflict or inconsistency between provisions contained in the base agreement or exhibits such conflict or inconsistency shall be resolved by giving precedence according to the following priorities: Exhibit A-1, Exhibit B-1, base agreement, then followed by any remaining exhibits. Responsibilities and obligations mandated by federal or state regulations or otherwise at law shall be liberally construed to meet legal requirements. Responsibilities and services of CONTRACTOR identified in more than one location will be construed such that the provisions mandating the greater obligations shall control.
5. COUNTY is exercising its first option to extend this agreement as indicated in Section 11. The contract term is hereby extended for a period of one year, and the amended expiration date shall be June 30, 2023.
6. Exhibit A, Scope of Services, is hereby amended as shown in Exhibit A-1, Revised Scope of Services, attached hereto and incorporated herein by this reference.
7. Exhibit B, Payment Provisions, is hereby amended as shown in Exhibit B-1, Revised Payment Provisions, attached hereto and incorporated herein by this reference.
8. All other terms and conditions of the original contract shall remain unchanged, and in full force and effect.

***// Signatures on the following page***

**IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized representatives to execute this contract amendment as of the day first above stated:

WAYFINDER FAMILY SERVICES ("CONTRACTOR")*
_____ Signature
_____ Print Name
<input type="checkbox"/> Chair of the Board, <input type="checkbox"/> President, or <input type="checkbox"/> Vice President
Date: _____
_____ Signature
_____ Print Name
<input type="checkbox"/> Secretary, <input type="checkbox"/> Asst. Secretary, <input type="checkbox"/> Chief Financial Officer, or <input type="checkbox"/> Asst. Treasurer
Date: _____

COUNTY OF PLACER ("COUNTY")
_____ Robert L. Oldham, Director, Department of Health & Human Services
Date: _____
Approved as to Form Office of Placer County Counsel
_____ Date: _____

**EXHIBITS:**

- Exhibit A-1 – **Revised** Scope of Services
- Exhibit B-1 – **Revised** Payment Provisions
- Exhibit C – Insurance and Indemnification Requirements
- Exhibit D – HIPAA Business Associate Agreement-Addendum
- Exhibit E – Reporting Exhibit
- Exhibit F – Mental Health Contracts - Special Terms and Conditions

With the exception of A-1 and B-1, exhibits are not attached. Please reference the original contract for those exhibits, which remain unchanged.

\*Contract amendment must have two signatures, one in each of the two categories of corporate offices indicated above. Check the box indicating the corporate office of the signing party. The same person may sign the contract twice if that person holds an office in each of the two categories. (California Corporations Code § 313) One signature will suffice, if the corporation's board of directors has passed a resolution that gives one person authority to sign. A copy of the most recent resolution must be sent with the signed contract amendment, even if it is the same as the previous year.

**REVISED** SCOPE OF SERVICES

## Home to Stay Program-Counseling and Support Services for Birth and Kinship Families

1. Introduction

Home to Stay provides intensive, in-home support services and counseling to birth and kinship families whose children are at risk of placement disruption due to emotional, behavioral, and mental health issues. Goals for families in the Home to Stay Program are enhanced parenting skills, increased protective factors, coping and resiliency skills, improved child and family functioning, and, ultimately, reduced out-of-home placements.

2. Contractor Requirements

Provide counseling and support services focused on family preservation. This program provides a home-based therapeutic parenting program that utilizes parent coaching, with a focus on integrating the skills into daily family life. Therapists utilize evidence-based treatment approaches, such as the Nurturing Parenting **Families** Program and ~~Parenting the Second Time Around~~ **Trust-Based Relational Intervention**. Both programs have a strong emphasis on incorporating trauma-informed and attachment-focused information.

3. Scope of Services

3.1. Counseling & Parent Education/Skill Building: Provide intensive in-home support services to 25-30 participants (19-22 birth and/or kinship families) in fiscal year 2020/ - 2021 and 35-40 participants (25-30 birth and/or kinship families) each **in** fiscal year **2021-2022; and thereafter 70-75 participants (50-55 birth and/or kinship families) in fiscal year 2022-2023.**

3.1.1. Families receive 2- 5 hours of service per week for 8-12 weeks including assessment, parent coaching and practice, trauma informed and kinship competent therapy, and resource and referrals.

3.1.2. Services provided in a natural environment, such as the family home, with flexible scheduling and low caseloads.

3.1.3. Counseling may include individual, couples or family counseling.

3.1.4. Connection to community resources, referrals to community agencies and services, and assist with linkages to natural supports.

4. Goals & Outcomes:

4.1. (Well-Being) Enhance parenting skills; Improve child and family functioning: At least 75% of the families served will enhance their parenting skills and improve child and family functioning during services as evidenced by improved ECBI (Eyberg Child and Behavior Inventory) scores between the start and end of services.

4.2. (Permanency, Stability) Reduce out of home placements: At least 80% of children in participating families will not be placed in out of home care during program participation.

4.3. (Customer Satisfaction) Earn high levels of client satisfaction: At least 90% of clients served will indicate overall satisfaction with program services via the Participant Perception of Care survey administered at completion of services.

5. Assessment and Referral: Contractor shall assure that the staff providing the service are trained and knowledgeable about safety issues, mandated reporting requirements, mental health and substance use issues and can make necessary referrals and linkages to appropriate resources to meet the needs that arise.
6. Outreach and Engagement: Develop an outreach and engagement strategy to assist in the dissemination of mental health and wellness related information and stigma reduction and to recruit and retain key stakeholders.
7. Focus Population: Families in Placer County whose children/youth are at risk for behavioral problems or have already exhibited at-risk behaviors.
8. Staff Orientation: All staff shall receive a program orientation that includes information on program goals and objectives, policies and procedures, job duties and responsibilities and standards of performance. All employee files shall contain signed confirmation that an orientation was provided that meets these requirements.
9. Training: Training shall be designed to ensure that all program requirements are met and that, in addition, all staff are capable of assessing risk and making appropriate and timely referrals as warranted by the participants. Completion of training shall be documented in each employee's file.
10. Recordkeeping: The Contractor shall maintain detailed records of participant enrollment and participation and measurable outcomes and any other data required for monthly, quarterly and annual reports as outlined in Exhibit E.
11. Site Requirements: Services are primarily provided at the clubhouse locations during non-school hours, year around.
12. Computer/Data Requirements: The contractor must have the capability of a reliable internet connection for entering data into a county-provided MHSA data portal and creating data spreadsheets and electronically sending data reports as requested to the County MHSA Coordinator or designee.
13. Budget/Allowable Costs: Funds may be used for staffing, purchasing curriculum and supplies, evaluation costs, and other operating expenses that are directly related to the planning and implementation of the program. Funds may not be used to renovate or purchase a facility.
14. Required Program Documentation: The Contractor shall participate in a county driven program evaluation to include, but not limited to, program/activity outcomes (e.g., demographic information, consumer satisfaction, cost effectiveness data, etc.), and client outcomes, if applicable. Contractor shall submit reports and data in accordance with Exhibit E. All Contractors are subject to modification of data collection, fiscal reporting, and evaluation practices in accordance with MHSA regulatory authorities.
15. Program Acknowledgement in Distribution of Information: All Mental Health Services Act-funded activities, brochures, advertisements, flyers, electronic media, goods, publications, etc. must include the following acknowledgement: "Funding has been provided, in part, by the County of Placer Mental Health Services Act."
16. Community Planning Process: Contractor shall participate in MHSA Community Planning Process (i.e., Campaign for Community Wellness) and/or sub-committees.
17. Cultural Competence: CONTRACTOR shall provide services pursuant to this Agreement in accordance with current State statutory, regulatory and policy provisions related to cultural and

linguistic competence as defined in California State Department of Mental Health (DMH) Information Notice No: 10-02, 2010 Cultural Competence Plan Requirements (CCPR), which establishes new standards and criteria for the entire County Mental Health System, including Medi-Cal services, MHSA, and Realignment as part of working toward achieving cultural and linguistic competence. The CCPR standards and criteria as cited in California Code of Regulations, Title, 9, Section 1810.410, are applicable to organizations/agencies that provide mental health services via Medi-Cal, MHSA, and/or Realignment.

18. Completion of Services: All services described in this Agreement shall be completed and all funds allocated hereunder must be fully expended no later than the end of the contract term, indicated in Section 11 of the main Agreement.

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**REVISED** PAYMENT PROVISIONS

This is a cost reimbursement contract. CONTRACTOR will be reimbursed based on its actual cost, in accordance with the two budgets below, and subject to other limitations and specifics contained in this Agreement and at law.

In the event a budget change is required, CONTRACTOR shall submit to COUNTY any data requested by COUNTY to explain how CONTRACTOR intends to accommodate the required budget change. All such requested documents shall be forwarded to COUNTY by CONTRACTOR no later than 30 days after COUNTY issues a notice to CONTRACTOR of the change in budget.

This payment provision is subject to modification with written approval of the County Contract Administrator and the Revenue and Budget Manager, not to exceed the total payment indicated in Section 3 of the main Agreement, and limited to moving identified funding amounts between lines while not exceeding the yearly maximum budget.

Personnel	MHSA PEI - Prevention
Program Director	
Program Supervisor	
Therapist	
Quality Assurance	
Administrative Assistant	
Total Wages October 1, 2020 - June 30, 2021	\$ 74,657
Total Wages July 1, 2021 – June 30, 2022	\$ 99,542
<b><u>Total Wages July 1, 2022 – June 30, 2023</u></b>	<b><u>\$ 221,754</u></b>
Fringe Benefits @ 27% October 1, 2020 - June 30, 2021	\$ 20,157
Fringe Benefits @ 27% July 1, 2021 – June 30, 2022	\$ 26,876
<b><u>Fringe Benefits @ 27% July 1, 2022 – June 30, 2023</u></b>	<b><u>\$ 57,656</u></b>
Total Personnel October 1, 2020 - June 30, 2021	\$ 94,814
Total Personnel July 1, 2021 – June 30, 2022	\$ 126,418
<b><u>Total Personnel July 1, 2022 – June 30, 2023</u></b>	<b><u>\$ 279,410</u></b>
Operating Expenses	
Occupancy and Utilities	
Office Supplies, Copies, Postage	
Telecommunications/Phone	
Start UP/Equipment (One-Time)	
Family Support/Therapeutic Supplies	
Training/Staff Development	
Staff Travel	
Total Operating Expenses October 1, 2020 - June 30, 2021	\$ 11,355
Total Operating Expenses July 1, 2021 – June 30, 2022	\$ 15,140
<b><u>Total Operating Expenses July 1, 2022 – June 30, 2023</u></b>	<b><u>\$ 23,338</u></b>
Total Direct Expenses October 1, 2020 - June 30, 2021	\$ 106,169
Total Direct Expenses July 1, 2021 – June 30, 2022	\$ 141,558
<b><u>Total Direct Expenses July 1, 2022 – June 30, 2023</u></b>	<b><u>\$ 302,748</u></b>

Indirect @ 10% October 1, 2020 - June 30, 2021	\$ 10,617
Indirect @ 10% July 1, 2021 – June 30, 2022	\$ 14,156
<b><i>Indirect @ 10% July 1, 2022 – June 30, 2023</i></b>	<b><i>\$ 30,275</i></b>
Total Personnel & Operating Budget October 1, 2020 - June 30, 2021	\$ 116,786
Total Personnel & Operating Budget July 1, 2021 – June 30, 2022	\$ 155,714
<b><i>Total Personnel &amp; Operating Budget July 1, 2022 – June 30, 2023</i></b>	<b><i>\$ 333,023</i></b>
Total Personnel & Operating Budget October 1, 2020 - June 30, 2022	\$ 272,500
<b><i>Total Personnel &amp; Operating Budget October 1, 2020 - June 30, 2023</i></b>	<b><i>\$ 605,523</i></b>

Purchase of cash equivalents including, but not limited to, gift cards and cash stipends shall require the CONTRACTOR to submit a full accounting of the distribution of such cash equivalents to the individual recipients on a quarterly basis throughout the term of this Agreement, including recipient name, signature, amount, date of distribution, the form of distribution (i.e. cash stipend or gift card) and the merchant name if the distribution is in the form of a gift card or comparable instrument. All cash equivalents that are purchased but not distributed prior to the expiration or termination of this Agreement shall be surrendered to the COUNTY, and any balance that is not reconciled shall be refunded by CONTRACTOR to the COUNTY within 30 days.

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