

CUYAHOGA COUNTY
DIVISION OF CHILDREN AND FAMILY SERVICES
CONTRACT FOR
FOSTER CARE, RESIDENTIAL CARE,
EMERGENCY SHELTER AND GROUP HOMES

AMENDMENT NO. 1
CE1100615-01

THIS Amendment is to Contract CE1100615-01. The before identified Contract was previously approved by the County of Cuyahoga, Ohio (the "County") and is between the County, on behalf of its Division of Children and Family Services and **Pathway Caring For Children**, a private, not for profit entity, identified as the Provider.

Amendment, part 1:

The above identified Contract will be Amended to: (1) extend the Contract time period to December 31, 2013, and (2) to increase the maximum dollar amount. To accomplish these purposes, the parties hereby amend Paragraph 2.A. of the Contract. After this Amendment is approved, Paragraph 2.A. will read, as follows:

2. CONTRACT PERIOD

A. *Contract Period*

This Contract will be effective for the twenty-seven (27) month period from **October 1, 2011** through **December 31, 2013**, both inclusive, unless otherwise terminated, at an amount not to exceed the following amount which shall be identified as the "Maximum Dollar Amount", based on the current per diem for each service provided. The Amendment will add **\$284,634.00** to the Contract amount. Therefore, the **Maximum Dollar Amount is \$484,434.00**.

The maximum dollar amount will be allocated to a specific time period and certified by the County Fiscal Officer or designee as follows:

10/1/11 - 6/30/12 \$199,800.00

7/1/12 – 6/30/13 \$189,756.00

7/1/13 – 12/31/13 \$94,878.00

Amendment, part 2:

The above identified Contract will be Amended to require documentation of visitation between children and parent(s) by the Provider. The purpose of this part of the Amendment is to better evaluate the status of CCDCFS' goal to increase frequency of parent-child visits by collecting accurate data about current practice. To accomplish this, the following additional paragraph to the Contract, Paragraph 33, has been added. Paragraph 33 is new and is not meant to replace any other paragraph in the Contract. After this Amendment is approved, Paragraph 33, will read, as follows:

33. Documenting Monthly Visits

Provider agrees that, as part of the services provided to receive the per diem payment, the Provider will satisfactorily document all visits between children and parent(s) on a CCDCFS form for each child or youth who is placed through or with a Provider. This requirement applies to a child or youth who is placed with a Provider for at least 20 days in a month. CCDCFS will provide a form for the Provider to complete. The form will, at a minimum, require the Provider to document who was present at the visit, when and where the visit occurred, the interactions observed (if applicable), any visit-related changes in the child's adjustment and functioning, as well as other comments and observations deemed appropriate by the Provider. The intent of this paragraph is to satisfactorily document visitation as may be required by federal or state law, rule, regulation or guidance and to provide information to allow CCDCFS and the Provider to assess progress toward the goal of more frequent visits. The form must be completed and returned to the CCDCFS WOR by the 15th of the subsequent month.

Provider will also be responsible for providing an aggregate report to CCDCFS regarding all parent-child visits that have occurred during the month. This form will be completed and returned to the Program Administrator of the Contracted Resources and Placement Department by the 15th of the subsequent month.

Amendment, part 3:

The above identified Contract will be Amended to require CCDCFS to forward Provider a copy of the case plan for a youth in care of the County and placed through or with Provider within 45 days of placement. After this Amendment is approved, Paragraph 9.F., will read, as follows:

F. Case Plan: Provider is responsible and expected to participate in development of the case plan. CCDCFS is responsible and expected to participate in the development of the child's treatment or service plan. CCDCFS will provide a copy of the case plan for a youth in care of the CCDCFS and placed through or with the Provider within 45 days of placement.

Amendment, part 4:

The above identified Contract will be Amended to establish a date by which CCDCFS will consider a review of per diem rates. To accomplish this, the following additional paragraph to the Contract, Paragraph 34, has been added. Paragraph 34 is new and is not meant to replace any other paragraph in the Contract. After this Amendment is approved, Paragraph 34, will read, as follows:

34. Rate Review

CCDCFS will schedule a discussion concerning per diem rates, if requested by Provider, on or about March 31, 2013.

Amendment, part 5:

The original Contract, any other Amendments which may exist, and this Amendment are subject to all other terms, conditions and obligations set forth in the original Contract that have not been modified by the terms of this Amendment or modified based upon the purpose for this Amendment.

Amendment, part 6: Electronic Signature

BY ENTERING INTO THIS AMENDMENT, PROVIDER AGREES ON BEHALF OF THE CONTRACTING OR SUBMITTING BUSINESS ENTITY, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUBGRANTEES, AGENTS OR ASSIGNS, TO CONDUCT THIS TRANSACTION BY ELECTRONIC MEANS BY AGREEING THAT ALL DOCUMENTS REQUIRING COUNTY SIGNATURES MAY BE EXECUTED BY ELECTRONIC MEANS, AND THAT THE ELECTRONIC SIGNATURES AFFIXED BY

THE COUNTY TO SAID DOCUMENTS SHALL HAVE THE SAME LEGAL EFFECT AS IF THAT SIGNATURE WAS MANUALLY AFFIXED TO A PAPER VERSION OF THE DOCUMENT. PROVIDER ALSO AGREES ON BEHALF OF THE AFOREMENTIONED ENTITIES AND PERSONS, TO BE BOUND BY THE PROVISIONS OF CHAPTERS 304 AND 1306 OF THE OHIO REVISED CODE AS THEY PERTAIN TO ELECTRONIC TRANSACTIONS, AND TO COMPLY WITH THE ELECTRONIC SIGNATURE POLICY OF CUYAHOGA COUNTY.

Wherefore, the parties have entered into Amendment and this Amendment has been approved the County.

County of Cuyahoga, Ohio:

~~Edward Fitzgerald, County Executive~~

Ed Fitzgerald
Edward Fitzgerald,
Cuyahoga County Executive

Date

PROVIDER:

Gregg Umberger
(Authorized Signature)

6/5/12
Date

Gregg Umberger Chief Financial Officer
Name (printed) and Title