

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

CONTRACT No. CE1100772-01

**AMENDMENT NO. 2**

THIS Amendment is to the Contract between County of Cuyahoga, Ohio on behalf of its Division of Children and Family Services (the "County" or "CCDCFS"), and

**Fox Run: The Center for Children and Adolescents**, a not for profit entity (hereinafter "Provider.").

**Amendment, part 1: Purpose of the Amendment**

Purpose of Amendment: The purpose of the Amendment is to increase the per diem rates for services purchased after the "effective date" in part 2 of this Amendment, to modify the maximum dollar amount of the Contract and to modify certain provisions of the Contract. The following represents the terms of the Amendment:

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**Amendment, part 2: Effective Date of the Amendment**

The "effective date" of the terms of this Amendment will be July 1, 2013

**Amendment, part 3: Amendment to the Contract-Per Diem Rates for Services**

A. Explanation for part 3: The per diem rates will be modified in accordance with the document attached to this Amendment, which is identified as "Amended Attachment A."

B. Paragraph 1.A.1 will be inserted in the Contract immediately after section 1.A, and will state as follows:

**I. PURCHASE OF SERVICES**

A.1 Subject to the terms and conditions set forth in this Contract, the Provider agrees to furnish, and the CCDCFS agrees to purchase those services as delineated in Section 5 & Amended Attachment A, for children who are referred and authorized by Cuyahoga County Department of Children and Family Services in the manner set forth in Section 8 "Referral Procedure." Services which have not been included in this Contract shall be separately purchased if approved by CCDCFS. Provider agrees to provide placement and related services for children in the care and custody of the PCSA consistent with current state and federal laws, federal and state regulations, and the PCSA's policies and procedures, in effect prior to the date of this contract, October 1, 2011.

C. Paragraph 1.A.1 will apply to services purchased on and after the effective date of this Amendment. Paragraph 1.A. will apply to services purchased prior to the effective date of this Amendment.

**Amendment, part 4: Amendment to Dollar Amount of the Contract**

A. Explanation for part 4: The Maximum Dollar Amount of the Contract, which is contained in the last sentence of Paragraph 2.A. of the Contract or any prior Amendment, will be adjusted as stated in the next paragraph. The remainder of Paragraph 2.A. is not altered by this Amendment.

B. This amendment increases or (decreases) a total of (\$318,131.00) changing the Maximum Dollar Amount from \$370,620.00 to \$52,489.00.

C. The Maximum Dollar Amount is \$52,489.00.

**Amendment, part 5: Addition of Paragraph 5.M. to the Contract**

A. Explanation of part 5: In 2013, the County contracted with a third party to develop a database to measure the well-being of children. The current vendor for this service is Outcome Referrals, Inc. Information from the Provider is required to be provided to the third party for a proper assessment of child well-being and this cooperation is now made part of the Contract. To accomplish this, section 5.M. will be added to the Contract.

B. Paragraph 5.M. will be added to the Contract and will read as follows

Section 5

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M. Cooperation with County-Wide Survey

Providers agree that their staff and foster parents will complete assessment forms for children that are placed with the Provider or receiving services from the Provider.

**Amendment, part 6: Amendment to Paragraph 5.N. of the Contract, Visits**

A. Explanation for part 6: Visits between child in care and their parent(s) or other identified person(s) is an important aspect of child welfare. To accomplish this, section 5.N. will be added to the Contract.

B. Paragraph 5.N. will be added to the Contract and will read as follows:

Section 5

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N. Children's Visits

Unless documented or noted in the Case Plan or other appropriate document, Provider will be responsible for providing transportation for weekly visits between a child and his or her parent(s) or other identified person(s) in the least restrictive

setting based upon safety considerations for the child. The Provider is to arrange for transportation weekly visits for a child who receives foster care or other out of home care services from Provider. Provider shall be responsible for the costs of such visits as part of the per diem paid by County.

**Amendment, part 7: Remaining Terms**

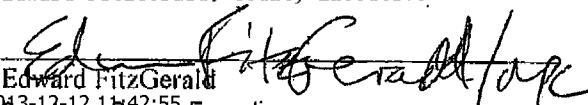
The original contract, any other Amendment(s) which may exist, and this Amendment are subject to all other terms, conditions and obligations set forth in the original Contract that have not been modified by the terms of this Amendment or modified based upon any purpose for this Amendment.

**Amendment, part 8: Electronic Signature**

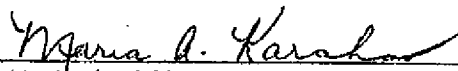
BY ENTERING INTO THIS AMENDMENT, PROVIDER AGREES ON BEHALF OF THE CONTRACTING OR SUBMITTING BUSINESS ENTITY, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUBGRANTEES, AGENTS OR ASSIGNS, TO CONDUCT THIS TRANSACTION BY ELECTRONIC MEANS BY AGREEING THAT ALL DOCUMENTS REQUIRING COUNTY SIGNATURES MAY BE EXECUTED 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 acknowledge that sufficient consideration has been given and therefore have entered into this Amendment.

County of Cuyahoga, Ohio:  
Edward FitzGerald, County Executive

  
Edward FitzGerald Date  
2013-12-12 11:42:55  
Cuyahoga County Executive

PROVIDER:

  
(Authorized Signature) Date 6/12/13

Maria A. Karakus  
Name (printed) and Title Interim Chief Executive Officer

Amended Attachment A "Service Listing" for: DEPARTMENT OF CHILDREN AND FAMILY SERVICES CONTRACT FOR FOSTER CARE, RESIDENTIAL CARE, EMERGENCY SHELTER, INDEPENDENT LIVING, AND GROUP HOMES The "effective date" of the terms of this Amendment will be July 1, 2013. - December 31, 2013						
Instructions: Please complete one Service/Description Box for each service which is the subject of this contract. This Attachment must be completed, attached to each contract and returned to DFS.						
Network Provider Name	SACWIS Description	Description	Facility Id	Program Code	Maintenance	2013 Amended Per Diem Rate
FOX RUN CENTER FOR CHILDREN AND ADOLESCENTS	BHC Fox Run Hospital (20362)	Level 6 Intensive Treatment	20362	6IX	\$ 311.46 \$	\$ 316.20
FOX RUN CENTER FOR CHILDREN AND ADOLESCENTS	BHC Fox Run Hospital (20362)	Level 6 Res Treatment Mentally Restricted Hospitalization/Partial Reimbursement Rates are 1/2 the original per diem	20362	6TXMR	\$ 326.53 \$	\$ 331.50