

First Amendment to the Recruitment, Retention, Training, and Support (RTS) Contract

This Amendment to Contract Number FWBP-CPS-24002 is effective as of July 1, 2023, between the Iowa Department of Health Human Services (Agency) and Four Oaks Family and Children's Services (Contractor).

Section 1: Amendment to Contract Language

The Contract is amended as follows:

Revision 1. Section 1.1 Special Terms Definitions is hereby amended by adding the following

“Therapeutic Foster Care” (TFC) means a family foster care placement where a specially prepared, selected, and trained Resource Parent(s) provides a more intensive level of care for a child with more acute needs than a traditional foster care setting. Children in TFC receive daily care, guidance, and modeling from specialized, highly trained, and skilled foster parents. The Contractor recruits, trains, and connects the resource parents to peer supports. The overarching purpose of TFC is stabilizing a child’s mental/behavioral health issues and reunification of family.

“Therapeutic Foster Care Pilot” means a test site(s) for the TFC program, where a small number of TFC Resource Parents are selected, trained, and supported to provide services to high need children needing a TFC service, in a community in Iowa selected by the Agency.

“Therapeutic Foster Care Resource Parent(s)” means a licensed foster parent(s) who is required to complete more training and have more experience than other foster parents. When a child is placed in the home of a TFC Resource Parent, there is intentional alignment of services and service planning with Iowa Medicaid and its managed care partners, HHS Mental Health and Disability Services, education, and others; the number of children in the home is lower; the payment rates are higher; and the payment methodologies are different than standard foster care. Placement of children is staggered, meaning a child should be in the home for two months before another child enters.

Revision 2. Section 1.3.2 Collaboration and Consultation, specifically j) is hereby added as follows:

j) HHS case manager, therapeutic case manager, Medicaid service providers, and other TFC team members.

Revision 3. Section 1.3.4.4 Recruitment of Therapeutic Foster Home, is hereby added to the Contract:

1.3.4.4 Recruitment of Therapeutic Foster Homes

The Contractor shall develop capacity for TFC in Iowa, as directed in this agreement, including raising awareness of its existence. A useful and informative TFC pilot necessitates a pool of highly skilled and adaptive TFC Resource Families diverse in training, strengths, ability, skills, race, religion, and ethnicity. They shall be located in rural and urban areas in HHS Cedar Rapids Service Area, to the extent possible. The Contractor shall seek to recruit and ensure Agency

required training for up to ten TFC Resource Families to ensure a Child in need of out-of-home care is matched to a Resource Family that is best able to meet the Child's needs. Utilize the TFC Resource Parent criteria created by the Contractor and approved by HHS, and once approved, made part of the Contract by this reference as a protocol.

Revision 4. Section 1.3.6.4 Training of Therapeutic Foster Homes, is hereby added to the Contract:

1.3.6.4 Training of Therapeutic Foster Homes

The Contractor shall ensure TFC Resource Parents complete training as discussed in this contract with additional training for TFC Families as follows: TFC candidates who are unlicensed at the time of recruitment, in addition to completing all training requirements for licensure will complete 6 of the seven (7) Core Teen topics and will also complete Verbal Crisis De-Escalation before they are approved to provide Therapeutic Foster Care.

TFC candidates who are currently licensed at the time of recruitment who completed pre-service training will take NTDC topics as follows: Trauma Related Behaviors, Parenting a Child with Sexual Trauma, and Trauma Informed Parenting. These TFC candidates will also take Core Teen topics 4) Nurturing a Youth's Cultural, Racial, Ethnic Needs, 5) Understanding and Managing Youth's Challenging Behaviors PART 1 and 6) Understanding and Managing Youth's Challenging Behaviors Part 2.

The Contractor will track participation and successful completion of advanced training for TFC Resource Parents.

Revision 5. Section 1.3.8.2 Matching of Therapeutic Foster Homes, is hereby added to the Contract:

1.3.8.2 Matching of Therapeutic Foster Homes

Develop an Agency approved process for the Agency to refer a child for TFC. Referrals for TFC will include a Therapeutic Foster Care Screening Tool and the Foster Family Referral Form. Referrals will be provided up to sixty days in advance of the placement of the child in the home, so the TFC Resource Parent is prepared to engage with the TFC team up to 30 days prior to placement. Contractor shall develop Agency approved informational documents as necessary to raise awareness and educate families and partners about the TFC pilot. A successful Match for Therapeutic Foster Care includes all of the following:

1. The child has been screened by the Agency and determined appropriate for Therapeutic Foster Care.
2. Signed TFC Agreement and Consent Form.
3. The Resource Parent is or will be prepared to serve the unique needs of the child prior to placement.
4. The Contractor has informed the TFC Resource Parent about respite, training, and peer group opportunities.
5. A referral for TFC will preclude an active referral for non-TFC general foster care.
 - a) The referral must clearly state that it is for Therapeutic Foster Care.

- b) A referral for this type of home automatically has “out of service area” permissions for the match search.
- c) Enhancements to Care Match may be needed to designate the TFC Resource Family and/or the child as TFC level.

Reimburse up to \$500 to the TFC Resource Parent or vendor, in place of the standard Resource Parent training payment of \$100, for extra child specific training for the resource parent if approved by the TFC Case Manager.

Revision 6. Section 1.3.8.1 Placement Criteria, is hereby amended by deleting the last paragraph.

Revision 7. Section 1.3.9.3 Adoption Respite Program Administration, is hereby deleted and replaced with the following:

1.3.9.3 Adoption and Subsidized Guardianship Respite Program Administration

The Adoption and Subsidized Guardianship Respite program provides a temporary relief for Iowa adoptive parents and guardians of Children who are eligible for adoption and subsidized guardianship subsidy. The Contractor shall administer the Adoption and Subsidized Guardianship Respite program as agreed upon with the Agency, including but not limited to the following services:

- a) Provide assistance to subsidized Adoptive and Subsidized Guardianship Families in Iowa by offering options for respite providers including possible Resource Families who would be interested in providing the respite care.
- b) Track up to 10 days of Adoption and Subsidized Guardianship Respite for eligible Iowa Agency adoption homes each fiscal year (July 1 to June 30) at \$20 a day.
- c) Provide payment to the Adoption and Subsidized Guardianship Respite provider with allocated funds after receipt of a signed Adoption and Subsidized Guardianship Respite Invoice. The Contractor shall ensure both the Adoption and Subsidized Guardianship Respite provider and the adoptive parent sign the Invoice before payment is issued.

Revision 8. Section 1.3.9.6 Support of Therapeutic Foster Homes, is hereby added to the Contract:

1.3.9.6 Support of Therapeutic Foster Homes

Develop and maintain a Therapeutic Foster Care Peer group. Peer groups are a venue for TFC Resource Parents and Contractor staff to discuss the program, the processes, and the resources available. The Contractor shall create a culture of support, where TFC Resource Parents are able to help each other identify best practices for working with and supporting families, connect with clinicians and other resources, and find respite providers equipped to meet their needs. Activities coordinated and hosted by the Contractor include, but are not limited to:

- a) At least monthly team phone calls;
- b) In-person peer group meetings; and

- c) At least monthly emails with available training information and information about community activities within and outside of the peer group.

Revision 9. Section 1.4.1 Performance Measures, is here by amended by adding the following:

1.4.1.9 Performance Measure 6 - Therapeutic Foster Care Resource Parents will be identified and become productive members of Iowa's foster care service array.

Performance Incentive Payment: Contractor will receive \$5,000 for each TFC Resource home (up to 5) licensed and actively receiving referrals by March 31, 2024. The Contractor will receive \$2500 per additional TFC Resource home (up to five more) licensed and actively receiving referrals by June 30, 2025.

1.4.1.10 Performance Measure 7 - Youth Served in Therapeutic Foster Care will reside in a family home with parent or relative upon discharge. (No payment incentive)

At least 50% of the children served in Therapeutic Foster Care will exit to a parent or relative. Currently, the Agency has no way to statistically identify the rate at which a child will reunify or exit to the home of a family member, therefore results may vary, and the measure will be reset based on actual performance. The Contractor will not be placed on a CAP for non-compliance due to not meeting this performance measure.

Revision 10. Section 1.5.1 Pricing and Payment Methodology, is hereby amended by adding the following:

Therapeutic Foster Care

The Contractor shall be paid for TFC based on an Agency approved Budget, an amount not to exceed the value set forth in Attachment E. The budget shall include, but is not limited to staff, training, reimbursements for ancillary needs, performance payments, and administrative costs not to exceed 15%. The Contractor shall submit monthly detailed invoiced documenting the expenditures of the TFC program.

Foster Care Maintenance Payment for unfilled beds Payments will be separate reimbursable expenses paid by the Agency when paid by the Contractor to eligible families. Funds will be tracked by the Contractor in monthly Invoices and will be submitted to the Agency on a monthly basis for payment. These payments will be in addition to the approved Budget. Foster Care Maintenance Payment will be reimbursed for no more than a total of \$75,000 per State Fiscal Year.

Revision 11. Attachment E: Payment and Performance Measure Table is hereby replaced with Attachment E: Payment and Performance Measure

Revision 12. Federal Funds. The following federal funds information is provided

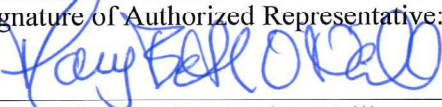
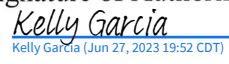
Contract Payments include Federal Funds? Yes	
The contractor for federal reporting purposes under this contract is a: Subrecipient	
UEI #: LNAZRLY5C	
The Name of the Pass-Through Entity: Iowa Department of Health and Human Services	
CFDA #: 93.556	Federal Awarding Agency Name: Department of Health and Human Services/Administration for Children and Families
Grant Name: Promoting Safe and Stable Families	
CFDA #: 93.659	Federal Awarding Agency Name: Department of Health and Human Services/Administration for Children and Families
Grant Name: Adoption Assistance	
CFDA #: 93.658	Federal Awarding Agency Name: Department of Health and Human Services/Administration for Children and Families
Grant Name: Foster Care-Title IV-E	
CFDA #: 93.669	Federal Awarding Agency Name: Department of Health and Human Services/Administration for Children and Families
Grant Name: Child Abuse & Neglect State	
CFDA #: 93.603	Federal Awarding Agency Name: Department of Health and Human Services/Administration for Children and Families
Grant Name: Adoption and Legal Guardianship Incentive Payments Program	

Section 2: Ratification & Authorization

Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. Each party to this Amendment represents and warrants to the other that it has the right, power, and authority to enter into and perform its obligations under this Amendment, and it has taken all requisite actions (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Amendment, and that this Amendment constitutes a legal, valid, and binding obligation.

Section 3: Execution

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Amendment and have caused their duly authorized representatives to execute this Amendment.

Contractor, Four Oaks Family and Children's Services		Agency, Iowa Department of Health Human Services	
Signature of Authorized Representative: 	Date: 6/21/2023	Signature of Authorized Representative:  <small>Kelly Garcia (Jun 27, 2023 19:52 CDT)</small>	Date: Jun 27, 2023
Printed Name: Mary Beth O'Neill		Printed Name: Kelly Garcia	
Title: President/CEO		Title: Director	

Attachment E: Payment and Performance Measure Table
Effective July 1, 2023

Payment Category	Contract Year 1: 7/1/2023 - 6/30/2024	Contract Year 2: 7/1/2024 - 6/30/2025	Extension #1 Contract Year 3: 7/1/2025 - 6/30/2026	Extension #2 Contract Year 4: 7/1/2026 - 6/30/2027	Extension #3 Contract Year 5: 7/1/2027 - 6/30/2028	Extension #4 Contract Year 6: 7/1/2028 - 6/30/2029
Annual Contract Value - RRTS Services (excluding Post-Adoption Support)	\$ 11,206,700.00	\$ 11,206,700.00	\$ 11,206,700.00	\$ 11,206,700.00	\$ 11,206,700.00	\$ 11,206,700.00
Monthly Contract Value - RRTS Services (excluding Post-Adoption Support)	\$ 933,891.67	\$ 933,891.67	\$ 933,891.67	\$ 933,891.67	\$ 933,891.67	\$ 933,891.67
Annual Contract Value - Post-Adoption Support	\$ 1,450,990.00	\$ 1,450,990.00	\$ 1,450,990.00	\$ 1,450,990.00	\$ 1,450,990.00	\$ 1,450,990.00
Monthly Contract Value - Post-Adoption Support	\$ 120,915.83	\$ 120,915.83	\$ 120,915.83	\$ 120,915.83	\$ 120,915.83	\$ 120,915.83
Maximum Annual Performance Measure Incentive Payment	\$ 1,120,670.00	\$ 1,120,670.00	\$ 1,120,670.00	\$ 1,120,670.00	\$ 1,120,670.00	\$ 1,120,670.00
Maximum Annual Adoption Stability Grants	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00
Adoption Respite	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
Therapeutic Foster Care	\$ 160,750.00	\$ 160,750.00				
TFC Foster Care Maintenance Payment (Unfilled Beds)	\$ 75,000.00	\$ 75,000.00				
Therapeutic Foster Care Performance Measure Incentive Payment	\$ 25,000.00	\$ 12,500.00				
Maximum Amount Allocated for Start-up Costs	\$ 250,000.00					
Yearly Maximum Totals:	\$ 14,539,110.00	\$ 14,276,610.00				
2-Yr Base Term:	\$28,815,720.00					
Performance Measure Incentive Payment	Contract Year 1: 7/1/2023 - 6/30/2024	Contract Year 2: 7/1/2024 - 6/30/2025	Extension #1 Contract Year 3: 7/1/2025 - 6/30/2026	Extension #2 Contract Year 4: 7/1/2026 - 6/30/2027	Extension #3 Contract Year 5: 7/1/2027 - 6/30/2028	Extension #4 Contract Year 6: 7/1/2028 - 6/30/2029
Performance Measure 1 - Stability -Per SA (Quarterly)	\$ 11,206.70	\$ 11,206.70	\$ 11,206.70	\$ 11,206.70	\$ 11,206.70	\$ 11,206.70
Performance Measure 1 - Stability- State Total 2%	\$ 224,134.00	\$ 224,134.00	\$ 224,134.00	\$ 224,134.00	\$ 224,134.00	\$ 224,134.00
Performance Measure 2 - R&R-Per SA (Annual)	\$ 112,067.00	\$ 112,067.00	\$ 112,067.00	\$ 112,067.00	\$ 112,067.00	\$ 112,067.00
Performance Measure 2 -R&R- State total (Annual) 5%	\$ 560,335.00	\$ 560,335.00	\$ 560,335.00	\$ 560,335.00	\$ 560,335.00	\$ 560,335.00
Performance Measure 3 -Path To Licensure State total will pay for 448 families	\$ 112,067.00	\$ 112,067.00	\$ 112,067.00	\$ 112,067.00	\$ 112,067.00	\$ 112,067.00
Performance Measure 4 - Safe in Resource Home - State (Quarterly)	\$ 56,033.50	\$ 56,033.50	\$ 56,033.50	\$ 56,033.50	\$ 56,033.50	\$ 56,033.50
Performance Measure 4 -Safe in Resource Home -State Total 2%	\$ 224,134.00	\$ 224,134.00	\$ 224,134.00	\$ 224,134.00	\$ 224,134.00	\$ 224,134.00
Performance Measure 6 - TFC (Paid March 2024 ARPA)	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Performance Measure 6 - TFC (Paid June 2025)	\$ -	\$ 12,500.00	\$ -	\$ -	\$ -	\$ -