

**FIRST AMENDMENT TO AGREEMENT  
CATHOLIC COMMUNITY SERVICES  
(Treatment Services for Youth in Treatment Foster Care Contracted Beds)**

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment #1") is made effective January 1, 2015 between Yamhill County, a political subdivision of the State of Oregon, acting by and through the Family and Youth Division of its Department of Health and Human Services ("COUNTY") and Catholic Community Services, 800 NE Second Street McMinnville, Oregon 97128, Tax Identification Number 93-0796801 ("Contractor").

**RECITALS:**

A. County and Contractor are parties to that certain agreement dated as of June 13, 2013 (the "Underlying Agreement"), pursuant to which Contractor provides Treatment Foster Care for youth in Yamhill County.

B. County and Contractor now desire to amend the Underlying Agreement upon the terms and conditions as more particularly set forth herein below.

C. Capitalized terms not defined herein shall have the meanings attributed to such terms in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein below and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, County and Contractor, intending legally to be bound, hereby agree as follows:

1. Section 1 "Contractor's Services and Compensation for Services - Treatment Foster Care Contracted Beds" of the Underlying Agreement is hereby deleted in its entirety and replaced with the following:

"a. Contractor will provide Treatment Foster Care (TFC) for youth in approximately 7.5 beds. The contracted bed capacity is prioritized for service to Yamhill County Health and Human Services clients and Yamhill Community Care Organization (YCCO) members. "Treatment Foster Care" means mental health treatment settings certified under this rule and meeting the definition outlined in the Medicaid Procedure Codes. The services shall be for children residing in DHS certified homes where the home parents are employed or contracted by the supervising agency to provide rehabilitation services in the child's foster home and delivered on an individualized basis that is designed to promote skill development. This service requires the use of treatment foster care in coordination with other in-home mental health interventions. Billable services provided by Catholic Community Services staff to individuals simultaneously enrolled in the County's Family & Youth New Solutions programs and in treatment foster care are limited to services listed in the Care Coordination Plan which is developed and maintained by Family & Youth staff. Services are to be billed under code S5146 for each month (prorated as allowed under Oregon Health Authority Intergovernmental Agreement for the financing of Community Addictions and Mental Health Services) and are limited by the available MHS 22B funds awarded to Yamhill County for Treatment Foster Care. State. Auth.: ORS 430.041, 430.640(1)(h) and 743.556 Stats. Implemented: ORS 430.630.

b. Contractor may bill County up to \$20,000 per year at the DMAP rates in effect on the date of service for mental health counseling services provided for Oregon Youth Authority youth placed in Contractor's Behavioral Rehabilitation Service (BRS) beds. Services must be requested by Contractor and must be authorized by County. Bills shall be submitted to YCCO on HCFA 1500 claims forms and meet all DMAP billing requirements. There will be no additional charge from County for offsetting processing charges. Charges for youth assigned to Contractor's BRS beds by DHS will be billed to another county if they reside outside the YCCO region.

c. When a youth is temporarily out of a foster home through no fault of the foster home, County will pay Contractor "holding fees" at \$50 per day to reserve the TFC bed. The total sum paid as "holding fees" by County in any fiscal year is \$1,500. "Holding fees" will not be paid to reserve a bed for a youth when that youth is no longer in Contractor's BRS program.

d. Approximately 3.3 beds of the 7.5 TFC beds are funded by local DHS Child Welfare match and known as "shelter" beds or A&E (Assessment & Evaluation). Contractor will provide therapeutic foster care treatment (S5146) services for each of these clients and will bill DMAP. These are also limited in the available MHS 22B funds awarded to Yamhill County for TFC.

e. To support the recruitment and retention of treatment foster homes in Yamhill County and the additional challenge in maintaining treatment foster care capacity Yamhill County will provide a \$5,000 per month payment to Catholic Community Services (CCS) from January 1, 2015 through December 31, 2015 for a total of twelve monthly payments. This funding pays for services that are required to provide therapeutic care. In consideration for this additional funding CCS will provide a monthly report by the 5<sup>th</sup> of each month to the identified Yamhill County representative. The monthly report will include:

- A listing of current therapeutic foster homes and their capacity serving this contract.
- A listing of youth placed in each of the homes with date of entry and anticipated date of discharge.
- A listing of any newly recruited homes with a training/certification update.
- Any recruitment activities or events specific to Yamhill County that occurred during the reporting month.

In addition to monthly reporting, CCS agrees to attend monthly partner meetings at Yamhill County to discuss progress, recruitment activities and make plans for service improvements."

2. Section 2 "Regulations and Duties" of the Underlying Agreement is hereby deleted in its entirety and replaced with the following: "County and Contractor agree to comply with the rules and regulations of County, applicable provisions in the contract between County and the State of Oregon Mental Health Division, hereinafter referred to as "Division" as of the effective date of the contract, applicable federal regulations and all provisions of federal and state law relating to Contractor's performance of services under this Agreement, including but not limited to compliance with data submission specifications by entering data in the MOTS (Measures and Outcome Tracking System) Client Entry Data Collection application as specified in the Oregon Health Authority's (OHA) MOTS user guide located at <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>."

3. Section 3 "Reporting" of the Underlying Agreement is hereby deleted and replaced in its entirety with the following:

"Contractor agrees to prepare and furnish reports and data required by County, YCCO or the Oregon Health Authority (OHA) including, if applicable, encounters for services through routine business practice through a vendor arrangement with a third party administrator of County's choice, currently Performance Health Technology (PH Tech) at a minimum quarterly. Contractor agrees to and does hereby grant County the rights to reproduce, use and disclose for County purposes, all or any part of the reports, data and technical information to County under the Agreement. Contractor will provide a monthly report to County by the 5<sup>th</sup> of each month to the identified County representative."

4. Section 5 "Payment of Contract" of the Underlying Agreement is hereby amended to include the following: "As compensation for performing the duties described in Section 1e above, effective January 1, 2015 through December 31, 2015 following receipt and approval of billing documents, Contractor shall receive a monthly payment of \$5,000 per month on or about the first of the month following the month of service for a total of twelve monthly payments."

5. Section 8 "Term & Termination" of the Underlying Agreement is hereby amended to include the following: "The term of the services under Section 1e above, is January 1, 2015 through December 31, 2015. The services under Section 1e are not subject to the yearly automatic renewal language. "

6. Ratification. Except as otherwise expressly modified by the terms of this Amendment #1, the Underlying Agreement shall remain unchanged and continue in full force and effect. All terms, covenants and conditions of the Underlying Agreement not expressly modified herein are hereby confirmed and ratified and remain in full force and effect, and, as further amended hereby, constitute valid and binding obligations of Contractor enforceable according to the terms thereof.

7. Authority. County and Contractor and each of the persons executing this Amendment #1 on behalf of County and Contractor hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #1 and has taken all action required to authorize such party (and each person executing this Amendment #1 on behalf of such party) to enter into this Amendment #1, and (ii) the person signing on behalf of such party is authorized to do so on behalf of such entity.

8. Binding Effect. All of the covenants contained in this Amendment #1 shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives and permitted successors and assigns.

9. Counterparts. This Amendment #1 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #3.

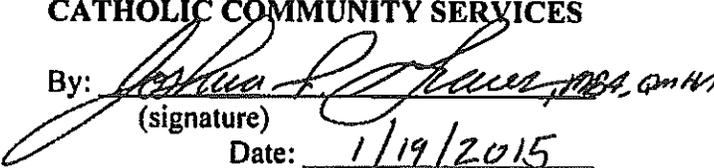
10. Recitals. The foregoing recitals are intended to be a material part of this Amendment #1 and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed on the date indicated by their duly authorized officials, this Amendment #1 in duplicate, each of which shall be deemed an original on the date executed by all parties.

DONE the last date set forth adjacent to the signatures of the parties below.

**CATHOLIC COMMUNITY SERVICES**

Date: 1/19/2015

By:   
(signature)

Date: 1/19/2015

Joshua K. Graves  
(printed name)

Chief Admin. Officer  
(title)

Tax ID No.: 93-0796801

**YAMHILL COUNTY, OREGON**

  
ALLEN SPRINGER, Chair  
Board of Commissioners  
Date: 1-29-15

  
SILAS HALLORAN-STEINER, Director  
Department of Health & Human Services  
Date: 1/29/15

FORM APPROVED BY:  
  
CHRISTIAN BOENISCH  
County Counsel

Accepted by Yamhill County  
Board of Commissioners on  
1.29.15 by Board Order  
# 15-21