

**AGREEMENT FOR RESPITE SERVICES
CATHOLIC COMMUNITY SERVICES**

THIS AGREEMENT ("Agreement") is made by and between Yamhill County, a political subdivision of the State of Oregon acting by and through its Board of Commissioners and its Health and Human Services Department, Behavioral Health Programs ("County") and Catholic Community Services of the Mid-Willamette Valley and Central Coast, an Oregon nonprofit corporation located at 117 NE 5th Street, McMinnville, Oregon 97128 Tax ID #93-0903773 ("Contractor").

RECITALS:

1. County through its Health and Human Services Department, Behavioral Health Programs provides medically necessary services for its clients with serious emotional and/or behavioral challenges. In order for County to provide adequate services for its clients, it is necessary for County to contract with a qualified provider with training and experience in providing respite services.
2. Contractor is qualified to perform the duties required by County and imposed by this Agreement. County and Contractor desire to enter into this Agreement and County is authorized to enter into this Agreement under ORS 203.010 (3). NOW THEREFORE

AGREEMENT

In exchange for the promises and other consideration set forth below, IT IS HEREBY AGREED

Section 1. Effective Date. The initial term of this Agreement is from July 1, 2015 through September 30, 2016. Upon conclusion of the initial term of this Agreement, this Agreement will automatically be renewed on a year-by-year basis, under the same terms and conditions as set forth herein, unless terminated in accordance with Section 7 below. It is understood by both parties that no commitments have been or are made by either party beyond the termination of this agreement.

Section 2. Contractor's Services. Contractor agrees to perform the following services (the "Services") included in the Statement of Work below and as specified in the "Rainbow Lodge Respite Program project detail" which is attached hereto as Exhibit B and which is incorporated herein by this reference.

Statement of Work. Contractor will have a 90-day start-up period for staff recruitment and training; policy and procedures development; and collaborative meetings with County's Family and Youth program staff. Youth placement is not required during the 90-day start-up period. Contractor will maintain capacity at its Rainbow Lodge location ("Lodge") for both planned and emergent respite services for male and female Yamhill County youth with serious emotional and/or behavioral challenges who are at-risk of needing either emergency room visits or hospitalization for stabilization, including youth who are at risk of needing short term sub-acute placements for stabilization. Contractor will provide qualified program staff and live-in foster parents to support the youth while receiving respite services. Contractor will collaborate with County to provide specialized training for foster parents and program staff. After the 90 day start-up period, the Lodge may serve up to three youth at the same time, if appropriate for the

referred youth. Services provided at the Lodge, in addition to foster care services, will be trauma-informed and include evidence-based and evidence-informed methods: Positive Behavior Support and Collaborative Problem Solving. Program staff, foster parents, the Yamhill County Mental Health staff, and other youth team members will refine the youth's plan to include an individualized plan goal related to the placement at Rainbow Lodge program, specifying the youth's needs, treatment modalities to be used, and responsible providers. Foster parents and program staff will attend youth planning meetings.

Section 3. Regulations and Duties. County and Contractor agree to comply with the rules and regulations of County, applicable state and federal regulations and all provisions of federal and state law relating to Contractor's performance of Services under this Agreement, some of which are attached hereto as Exhibit C and all of which are incorporated herein by this reference, including but not limited to; subcontractor requirements listed in the Health Plan Services Contract between Yamhill Community Care Organization and the State of Oregon (YCCO Contract) Exhibit B, Part 4 Section 10; Exhibit B, Part 8, Section 11-12; Exhibit B, Part 9, Section 2; Exhibit D, Sections 1, 2, 3, 4, 13, 14, 17, 18 and 21, ; requirements of 42 CFR 438.6 and 42 CFR 438 E and 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>.

Section 4. Reporting. Contractor agrees to prepare and furnish reports and data required by County or the Oregon Health Authority (OHA). 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 furnished to County under the Agreement.

Section 5. County Monitoring. Contractor agrees that the following shall be open for inspection by County or its agents, at any reasonable time during business hours: a) Services provided under this Agreement by Contractor; b) facilities used in conjunction with such Services; c) client records; d) Contractor's policies, procedures and performance data; e) financial records and other similar documents and records of Contractor that pertain, or may pertain, to Services under this Agreement. Contractor agrees to retain such records and documents for a period of seven years, or such longer period as may be prescribed for records and documents by the state archivist. Contractor agrees to annually provide County with copies of their Fraud and Abuse policy and documentation of rate setting methodologies. County encourages Contractor to use the Jarvis rate setting tool or similar alternative method which demonstrates a similar level of thoroughness. Contractor will comply with County's utilization management protocols established in partnership with YCCO.

Section 6. Payment.

A. **Compensation for Services.** As compensation for performing the Services required by Section 2, effective July 1, 2015 through September 30, 2015, Contractor shall receive a monthly payment of \$3,633.34 for "start-up service" listed under Section 2 - Statement of Work; effective October 1, 2015 through March 31, 2016, Contractor shall receive a monthly payment of \$9,689 for .5 Average Daily Population (ADP) per night on or about the first of the month following the month of service; effective April 1, 2016 through September 30, 2016, Contractor shall receive a monthly payment of \$19,378 for 1.0 ADP per night on or about the

first of the month following the month of service. The maximum amount payable for performance of Services under this Agreement for the period of July 1, 2015 through September 30, 2016 is \$185,302. In the event County exceeds the ADP limits above during the initial term of this Agreement, County and Contractor agree to review payment structure and if mutually agreed, adjust payments as necessary. Client records must be maintained in MOTS as specified in the OHA MOTS user guide. Encounters for Services will be billed through routine business practice by invoice or a vendor arrangement with a third party administrator of County's choice, currently Performance Health Technology (PH Tech). Encounters must be submitted within 90 days after the date of service.

B. **Excluded Services.** County expects Contractor to seek reimbursement from commercial insurance when applicable. Where Contractor is providing services under some other contract or funding source, Contractor shall not be compensated under this Agreement for such services to children or families even though they might otherwise be eligible for OHP.

Section 7. Termination; No Encumbrance or Expenditure after Notice of Termination.

A. Either party may terminate the Agreement on thirty days written notice to the other party. Termination shall not excuse liabilities incurred prior to the termination date.

B. In addition, in the event County no longer receives funds adequate to enable it to continue this Agreement, it will provide written notice of termination of this Agreement to Contractor. Upon issuance of notice, this Agreement is terminated. However, any obligations existing at the time of termination will survive termination

C. Contractor shall not make expenditures, enter into agreements, or encumber funds in its possession, or to be transferred by County, after notice of termination or termination as set out above, without prior written approval from County.

Section 8. Independent Contractor. Contractor is engaged under this Agreement as an independent contractor, and will be so deemed for purposes of the following:

A. Contractor will be solely responsible for payment of any federal or state taxes required as a result of this Agreement.

B. This Agreement is not intended to entitle Contractor to any benefits typically granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical, and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits, except as required by law.

C. Contractor is an independent contractor for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this Agreement. If Contractor has the assistance of other persons in the performance of this Agreement, Contractor will qualify and remain qualified for the term of this Agreement as a carrier-insured employer or a self-insured employer as provided by ORS 656.403 et. seq.

Section 9. Delegation and Reports. Contractor shall not delegate the responsibility for providing Services under this Agreement to any other individual or agency without the written approval of County and shall provide County with periodic reports at the frequency and with the information prescribed to be reported by County.

Section 10. Requirements Imposed by Law. The Contractor certifies it shall comply with all applicable Public Contract Laws to including, but not limited to, ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.530, as applicable. ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.530 and Article XI, Section 10, of the Oregon Constitution are incorporated into this Agreement by reference.

Section 11. Indemnification. Contractor shall be responsible for any and all injury to any and all persons or property caused directly or indirectly by reason of any and all activities of Contractor in the performance of Services under this Agreement and further agrees to indemnify, hold harmless, save and defend County, its officers, agents and employees against any and all claims, suits, actions, damages, costs, losses, fees, expenses or judgments resulting from, arising out of or connected with any such injury or the Services provided by Contractor pursuant to this Agreement.

Section 12. Insurance. Contractor, at its expense, shall obtain the following insurance coverage and keep them in effect during the entire term of this Agreement (except with respect to Professional Liability Insurance, which shall be kept in effect for a period of the term of this Agreement plus two years):

- A. Workers' Compensation Insurance in compliance with statutory requirements;
- B. Commercial General Liability Insurance (including contractual liability and completed operations coverage, and coverage for liability resulting from hazardous substances), on an occurrence basis, with not less than \$1,000,000 per occurrence for bodily injury and property damage liability, with an annual aggregate limit of \$2,000,000;
- C. Professional Liability Insurance, including errors and omissions coverage, covering Contractor pursuant to this Agreement, with a per occurrence and aggregate limit of not less than \$1,000,000, to protect against all loss suffered by County or third parties, including financial and consequential loss, caused by error, omission, or negligent acts related to provision of the Services;
- D. Commercial Automobile Liability Insurance, with a combined single limit, or the equivalent of not less than \$250,000 per occurrence, for bodily injury and property damage with respect to Contractor's vehicles, whether owned, hired, or non-owned, assigned to, or used by Contractor in connection with the Services;

The Commercial General Liability and Commercial Automobile Liability shall (i) name the State of Oregon and the County, its directors, officers, employees and agents as additional insureds and (ii) include a cross-liability and severability of interest clause and a waiver of subrogation clause but only with respect to Contractor's activities to be performed under this Agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

The required insurance coverages shall be (i) with insurance companies admitted to do business in the state of Oregon and rated A or better by Best's Insurance Rating, and (ii) acceptable to County. At County's request, Contractor shall furnish County with certificates of insurance for each of the required insurance coverages. The certificates of insurance shall indicate (a) the types of insurance coverage, (b) the identity of all persons or entities covered, (c) the amounts of insurance coverage, and (d) the period of insurance coverage. Any required insurance coverage shall provide that it may not be canceled except after at least 30 days written notice to County.

Section 13. Confidentiality. Contractor acknowledges that it or its agents may, in the course of their performance under this Agreement, be exposed to or acquire information that is the confidential information of County or County clients. Any and all (i) client information, (ii) information provided by County and marked confidential, (iii) Protected Health Information or EPHI as described or defined in Exhibit A, or (iv) information identified as confidential in a separate writing, that becomes available to Contractor or its agents in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items, including software, that result from Contractor's use of the Confidential Information are also deemed Confidential Information. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information for any purposes whatsoever, except as may be provided elsewhere under this Agreement or in conformance with Exhibit A. Contractor agrees that, upon termination of this Agreement or at County's request, Contractor will turn over to County all documents, papers and other matter in Contractor's possession that embody Confidential Information.

Section 14. Settlement of Disputes. Differences between Contractor and County will be resolved when possible at appropriate management levels, followed by consultation between boards, if necessary.

Section 15. Financial Audit. If a financial audit of Contractor concerning this Agreement is conducted by a certified public accountant, Contractor shall furnish County a copy of the audit within one-hundred eighty (180) days following the close of the fiscal year.

Section 16. Subcontracts; Assignment. Contractor shall not enter into any subcontracts for any of the Services required under this Agreement without County's prior written consent. This Agreement shall not be assigned by Contractor without the prior written consent of County.

Section 17. Non-discrimination. Contractor agrees that no person shall, on the grounds of race, color, religion, national origin, sex, marital status, or age, suffer discrimination in the performance of this Agreement when employed by Contractor.

Section 18. Waiver; Remedies. County and Contractor acknowledge that any breach, violation, or default by either party of the provisions contained in this Agreement might result in damage to the other party. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the

remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

Section 19. Governing Law; Jurisdiction; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of law. Any claim, action, suit or proceeding, (collectively "Claim") between County and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon. Contractor, BY EXECUTION OF THIS AGREEMENT CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

Section 20. Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

Section 21. Counterparts. This Agreement may be executed by facsimile and in counterparts, which taken together shall form one legal instrument.

Section 22. Attorney Fees and Costs. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be solely responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

Section 23. Entire Agreement. This Agreement is the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written Agreement shall be valid or binding. No alterations, changes, or additions to this Agreement shall be made except in a written document signed by both parties.

Section 24. Business Associate Clause - HIPAA restrictions. Contractor acknowledges that County is subject to the Privacy Rule of the Health Insurance Portability and Accountability Act of 1996, (HIPAA), Pub. Law No. 104-191. County and Contractor hereby agree to the respective obligations in the attached Exhibit A, "Business Associate Agreement".

(signature page follows)

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

CATHOLIC COMMUNITY SERVICES

YAMHILL COUNTY, OREGON

By: _____
(signature)
Date: _____

Allen Springer
ALLEN SPRINGER, Chair
Board of Commissioners
Date: 7-9-15

(printed name)

Silas Halloran-Steiner
SILAS HALLORAN-STEINER, Director
Department of Health & Human Services
Date: 7/20/15

(title)

FORM APPROVED BY:
Christian Boenisch
CHRISTIAN BOENISCH
County Counsel
Date: 7/9/15

Tax ID No.: _____

Accepted by Yamhill County
Board of Commissioners on
7.9.15 by Board Order
15-234

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

CATHOLIC COMMUNITY SERVICES

By: *Joshua K. Graves*
(signature)
Date: 7/1/2015

Joshua K. Graves
(printed name)

Deputy Executive Director
(title)

Tax ID No.: 93-0903773

YAMHILL COUNTY, OREGON

ALLEN SPRINGER, Chair
Board of Commissioners
Date: _____

SILAS HALLORAN-STEINER, Director
Department of Health & Human Services
Date: _____

FORM APPROVED BY:

CHRISTIAN BOENISCH
County Counsel
Date: _____

**EXHIBIT A
BUSINESS ASSOCIATE AGREEMENT**

RECITALS

- A. The CONTRACTOR may use and disclose Protected Health Information and Electronic Protected Health Information ("EPHI") in the performance of its obligations under the Agreement; and
- B. The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and its implementing Privacy Rule and Security Rule, 45 CFR Parts 160 and 164, require that COUNTY, as a Covered Entity, obtain satisfactory assurances from its Business Associates, as that term is defined in the Privacy Rule and Security Rule, that they will comply with the Business Associate requirements set forth in 45 CFR 164.502(e) and 164.504(e) and as amended by the Health Information Technology for Economic and Clinical Health ("HITECH") Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA"). CONTRACTOR is a Business Associate of COUNTY and desires to provide such assurances with respect to the performance of its obligations under the Agreement; and
- C. Both COUNTY and CONTRACTOR are committed to compliance with the standards set forth in the Privacy Rule and Security Rule as amended by the HITECH Act, and as they may be amended further from time to time, in the performance of their obligations under the Agreement.

NOW, THEREFORE, in consideration of mutual and valuable consideration which the parties hereby acknowledge as received, the parties agree as follows:

AGREEMENT. The parties agree that the following terms and conditions shall apply to the performance of their obligations under the Agreement, effective upon execution of this Amendment. Capitalized terms used, but not otherwise defined in this Amendment, shall have the same meaning as those terms in the Privacy Rule and Security Rule.

1. SERVICES. Pursuant to the Agreement, CONTRACTOR provides certain services for or on behalf of COUNTY, as described in the Agreement, which may involve the use and disclosure of Protected Health Information and EPHI. CONTRACTOR may make use of Protected Health Information and EPHI to perform those services if authorized in the Agreement and not otherwise limited or prohibited by this Amendment, the Privacy Rule, the Security Rule and other applicable federal or state laws or regulations. All other uses of Protected Health Information and EPHI are prohibited.

2. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR.

- (a) CONTRACTOR agrees to not use or disclose Protected Health Information or EPHI other than as permitted or required by the Agreement as amended by this Amendment, as permitted by the Privacy Rule, the Security Rule or as required by Law.
- (b) CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information and EPHI other than as provided for by the Agreement, as amended by this Amendment.
- (c) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information or EPHI by CONTRACTOR in violation of the requirements of the Agreement, as amended by this Amendment.

(d) CONTRACTOR agrees to report to COUNTY, as promptly as possible, any use or disclosure of the Protected Health Information or EPHI not provided for by the Agreement, as amended by this Amendment, of which it becomes aware.

(e) CONTRACTOR agrees to ensure that any agent, including a contract hearing officer or other subcontractor, to whom it provides Protected Health Information or EPHI received from, or created or received by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply through the Agreement, as amended by this Amendment, to CONTRACTOR with respect to such information.

(f) CONTRACTOR agrees to provide access, at the request of COUNTY, and in the time and manner designated by COUNTY, to Protected Health Information and EPHI in a Designated Record Set (the hearing file), to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR 164.524.

(g) CONTRACTOR agrees to make any amendment(s) to Protected Health Information and EPHI in a Designated Record Set that the COUNTY directs or agrees to pursuant to 45 CFR 164.526 at the request of COUNTY or an Individual, and in the time and manner designated by COUNTY.

(h) CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures and any Protected Health Information or EPHI, relating to the use and disclosure of Protected Health Information and EPHI received from, or created or received by CONTRACTOR on behalf of COUNTY, available to COUNTY or to the Secretary, within the time and in the manner designated by COUNTY or the Secretary, for purposes of the Secretary determining COUNTY's compliance with the Privacy Rule or Security Rule.

(i) CONTRACTOR agrees to refer requests for disclosures of Protected Health Information and EPHI to the COUNTY for response, except for requests related to conducting the contested case hearing. To the extent CONTRACTOR discloses Protected Health Information or EPHI for purposes not related to conducting the contested case hearing, CONTRACTOR agrees to document such disclosures to the extent such documentation is required for COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information and EPHI in accordance with 45 CFR 164.528.

(j) CONTRACTOR agrees to provide to COUNTY or an Individual, in time and manner to be designated by COUNTY, information collected in accordance with Section 2(i) of this Amendment, to permit COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information and EPHI in accordance with 45 CFR 164.528.

(k) CONTRACTOR agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the EPHI that it creates, receives, maintains, or transmits on behalf of the COUNTY.

(l) In the event of Discovery of a Breach of Unsecured Protected Health Information, CONTRACTOR shall:

(i) Notify the COUNTY of such Breach. Notification shall include identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by CONTRACTOR to have been accessed, acquired or disclosed during such Breach and any other information as may be reasonably required by the COUNTY necessary for the COUNTY to meet its notification obligations;

(ii) Confer with the COUNTY as to the preparation and issuance of an appropriate notice to each individual whose Unsecured Protected Health Information has been, or is reasonably believed by CONTRACTOR to have been accessed, acquired or disclosed as a result of such Breach;

(iii) Where the Breach involves more than 500 individuals, confer with the COUNTY as to the preparation and issuance of an appropriate notice to prominent media outlets within the State or as appropriate, local jurisdictions; and,

(iv) Confer with the COUNTY as to the preparation and issuance of an appropriate notice to the Secretary of DHHS of Unsecured Protected Health Information that has been acquired or disclosed in a Breach. CONTRACTOR understands that if the Breach was with respect to 500 or more individuals, such notice to the Secretary must be provided immediately, and therefore, time is of the essence in the obligation to confer with the COUNTY. If the Breach was with respect to less than 500 individuals, a log may be maintained of any such Breach and the log shall be provided to the Secretary annually documenting such Breaches occurring during the year involved.

(v) Except as set forth in (vi) below, notifications required by this section are required to be made without unreasonable delay and in no case later than 60 calendar days after the Discovery of a Breach. Therefore, the notification of a Breach to the COUNTY shall be made as soon as possible and CONTRACTOR shall confer with the COUNTY as soon as practicable thereafter, but in no event, shall notification to the COUNTY be later than 30 calendar days after the Discovery of a Breach. Any notice shall be provided in the manner required by the HITECH Act, sec 13402(e) and (f), Public Law 111-5, 45 CFR 164.404 through 164.410 and as agreed upon by the COUNTY.

(vi) Any notification required by this section may be delayed by a law enforcement official in accordance with the HITECH Act, sec 13402(g), Public Law 111-5.

(vii) For purposes of this section, the terms "Unsecured Protected Health Information" and "Breach" shall have the meaning set forth in 45 CFR § 164.402. A Breach will be considered as "Discovered" in accordance with the HITECH Act, sec 13402(c), Public Law 111-5, 45 CFR 164.404(a)(2).

(m) CONTRACTOR shall comply with 45 C.F.R. 164.308, 164.310, 164.312 and 164.316 and all requirements of the HITECH Act, Public Law 111-5, that relate to security and that are made applicable to Covered Entities, as if CONTRACTOR were a Covered Entity.

(n) CONTRACTOR shall be liable to the COUNTY, and shall indemnify the COUNTY for any and all direct costs incurred by the COUNTY, including, but not limited to, costs of issuing any notices required by HITECH or any other applicable law, as a result of CONTRACTOR's Breach of Unsecured Protected Health Information.

3. PERMITTED USES AND DISCLOSURES BY CONTRACTOR.

(a) General Use and Disclosure Provisions.

(1) Except as otherwise limited or prohibited by this Amendment, CONTRACTOR may use or disclose Protected Health Information and EPHI to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement and this Amendment, provided that such use or disclosure would not violate the Privacy Rule or Security Rule if done by COUNTY or the minimum necessary policies and procedures of COUNTY.

(2) COUNTY has determined that disclosures to CONTRACTOR under the Agreement are necessary and appropriate for COUNTY's Treatment, Payment and Health Care Operations under the HIPAA Privacy Rule and Security Rule and Required By Law under Or Laws 1999, ch. 849 (HB 2525).

(3) All applicable federal and state confidentiality or privacy statutes or regulations, and related procedures, continue to apply to the uses and disclosures of information under this Amendment, except to the extent preempted by the HIPAA Privacy Rule and Security Rule.

(b) Specific Use and Disclosure Provisions.

(1) Except as otherwise limited in this Amendment, CONTRACTOR may use Protected Health Information and EPHI for the proper management and administration of the CONTRACTOR or to carry out the legal responsibilities of the CONTRACTOR.

(2) Except as otherwise limited in this Amendment, CONTRACTOR may disclose Protected Health Information and EPHI for the proper management and administration of the CONTRACTOR, provided that disclosures are Required By Law, or CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached.

(3) CONTRACTOR may use Protected Health Information and EPHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

(4) CONTRACTOR may not aggregate or compile COUNTY's Protected Health Information or EPHI with the Protected Health Information or EPHI of other Covered Entities unless the Agreement permits CONTRACTOR to perform Data Aggregation services. If the Agreement permits CONTRACTOR to provide Data Aggregation services, CONTRACTOR may use Protected Health Information and EPHI to provide the Data Aggregation services requested by COUNTY as permitted by 45 CFR 164.504(e)(2)(i)(B), subject to any limitations contained in this Amendment. If Data Aggregation services are requested by COUNTY, CONTRACTOR is authorized to aggregate COUNTY's Protected Health Information and EPHI with Protected Health Information or EPHI of other Covered Entities that the CONTRACTOR has in its possession through its capacity as a CONTRACTOR to such other Covered Entities provided that the purpose of such aggregation is to provide COUNTY with data analysis relating to the Health Care Operations of COUNTY. Under no circumstances may CONTRACTOR disclose Protected Health Information or EPHI of COUNTY to another Covered Entity absent the express authorization of COUNTY.

4. OBLIGATIONS OF COUNTY.

(a) COUNTY shall notify CONTRACTOR of any limitation(s) in its notice of privacy practices of COUNTY in accordance with 45 CFR 164.520, to the extent that such limitation may affect CONTRACTOR's use or disclosure of Protected Health Information and EPHI. COUNTY may satisfy this obligation by providing CONTRACTOR with COUNTY's most current Notice of Privacy Practices.

(b) COUNTY shall notify CONTRACTOR of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information or EPHI, to the extent that such changes may affect CONTRACTOR's use or disclosure of Protected Health Information and EPHI.

(c) COUNTY shall notify CONTRACTOR of any restriction to the use or disclosure of Protected Health Information or EPHI that COUNTY has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect CONTRACTOR's use or disclosure of Protected Health Information or EPHI.

5. PERMISSIBLE REQUESTS BY COUNTY.

(a) COUNTY shall not request CONTRACTOR to use or disclose Protected Health Information or EPHI in any manner that would not be permissible under the Privacy Rule or Security Rule if done by COUNTY, except as permitted by Section 3(b) above.

(b) COUNTY may conduct a survey of CONTRACTOR with respect to CONTRACTOR's compliance with the terms of this Agreement and applicable law for the establishment of policies and procedures for the safeguarding of any Protected Health Information and EPHI provided to CONTRACTOR by COUNTY. CONTRACTOR shall implement any recommendations of COUNTY resulting from such surveys as may be reasonably necessary to ensure compliance with the terms of this Agreement and applicable law for the safeguarding of any Protected Health Information and EPHI provided to CONTRACTOR by COUNTY.

6. TERM AND TERMINATION.

(a) Effective Date; Term. This Amendment shall be effective on the date on which all parties have executed it and all necessary approvals, if any, have been granted. This Amendment shall terminate on the earlier of (i) the date of termination of the Agreement, or (ii) the date on which termination of the Amendment is effective under Section 6(b).

(b) Termination for Cause. In addition to any other rights or remedies provided in this Agreement, upon either the COUNTY's or CONTRACTOR's knowledge of a material breach by the other party of that party's obligations under this Amendment, the party not in breach shall either:

(1) Notify the other party of the breach and specify a reasonable opportunity in the Notice of Breach to the party in breach to cure the breach or end the violation, and terminate the Agreement and this Amendment if the party in breach does not cure the breach of the terms of this Amendment or end the violation within the time specified;

(2) Immediately terminate the Agreement and this Amendment if the party in breach has breached a material term of this Amendment and cure is not possible in the reasonable judgment of the party not in breach; or

(3) If neither termination nor cure is feasible, the party not in breach shall report the violation to the Secretary.

(4) The rights and remedies provided in this Amendment are in addition to any rights and remedies provided in the Agreement.

(c) Effect of Termination.

(1) Except as provided in paragraph (2) of this Section 6(c), upon termination of the Agreement and this Amendment, for any reason, the party in breach shall, at the other party's option, return or destroy all Protected Health Information and EPHI received from the other party, or created or received by CONTRACTOR on behalf of COUNTY. This provision shall apply to Protected Health Information and EPHI that is in the possession of CONTRACTOR or agents of CONTRACTOR. CONTRACTOR shall retain no copies of the Protected Health Information or EPHI.

(2) In the event that CONTRACTOR determines that returning or destroying the Protected Health Information or EPHI is infeasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or destruction infeasible. Upon COUNTY's written acknowledgement that return or destruction of Protected Health Information or EPHI is infeasible, CONTRACTOR shall extend the protections of this Amendment to such Protected Health Information and EPHI and limit further uses and disclosures of such Protected Health Information and EPHI to those purposes that make the return or destruction infeasible, for so long as CONTRACTOR maintains such Protected Health Information or EPHI.

7. MISCELLANEOUS.

(a) Regulatory References. A reference in this Amendment to a section in the Privacy Rule, or Security Rule, or the HITECH Act means the section in effect as of the effective date of this Amendment or as the Rules may be subsequently amended from time to time.

(b) Amendment; Waiver. The Parties agree to take such action as is necessary to amend the Agreement and this Amendment from time to time as is necessary for COUNTY to comply with the requirements of the Privacy Rule, Security Rule, HIPAA and the HITECH Act. No provision hereof shall be deemed waived unless in writing, duly signed by authorized representatives of the parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy under this Amendment.

(c) Survival. The respective rights and obligations of CONTRACTOR under Section 6(c), this Section 7(c), and Section 7(e) of this Amendment shall survive the termination of the Agreement and this Amendment.

(d) Interpretation; Order of Precedence. Any ambiguity in this Amendment or the Agreement shall be resolved to permit COUNTY to comply with the Privacy Rule, Security Rule and the HITECH Act. The terms of this Amendment amend and supplement the terms of the Agreement, and whenever possible, all terms and conditions in this Amendment and the Agreement are to be harmonized. In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control; provided, however, that this Amendment shall not supercede any other federal or state law or regulation governing the legal relationship of the parties, or the confidentiality of records or information, except to the extent that HIPAA preempts those laws or regulations. In the event of any conflict between the provisions of the Agreement (as amended by this Amendment) and the Privacy Rule or Security Rule, the Privacy Rule and Security Rule shall control.

(e) No Third-Party Beneficiaries. COUNTY and CONTRACTOR are the only parties to this Amendment and are the only parties entitled to enforce its terms. Nothing in this Amendment gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Amendment.

(f) Successors and Assigns. The provisions of this Amendment and the Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, if any.

(g) Except As Amended. Except as amended by this Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

8. SIGNATURES.

By signing this Amendment, the parties certify that they have read and understood this Amendment, that they agree to be bound by the terms of this Amendment and the Agreement, as amended, and that they have the authority to sign this Amendment.

COUNTY:

By:

Title: Chair, Board of Commissioners

Date: 7-9-15

CONTRACTOR:

By:

Title: Deputy Exec. Dir. (CCS)

Date: 7/30/15

Accepted by Yamhill County
Board of Commissioners on
7.30.15 by Board Order
15-236

Rainbow Lodge Respite Program

Project Title: Rainbow Lodge Respite Services for Yamhill County Youth with Serious Emotional and/or Behavioral Challenges

Submitted to: Yamhill County Health and Human Services

Submitted by: Catholic Community Services of the Mid-Willamette Valley and Central Coast

Submitted on: March 16, 2015

Contact Information:

Josh Graves, Chief Administrative Officer Phone: 503-856-70016 Email: jgraves@ccswv.org
(on vacation until April 4)

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Brief Description of the Project

Catholic Community Services (CCS) will maintain capacity at Rainbow Lodge for both planned and crisis respite services for male and female Yamhill County youth with serious emotional and/or behavioral challenges. The project will provide program staff and live-in foster parents to support the youth while receiving respite services, which can allow for services to both male and female youth. After a start-up period, the Lodge will be able to serve up to three youth at the same time, if appropriate for the referred youth. Services provided at the Lodge, in addition to foster care services, will be trauma-informed and include evidence-based and evidence-informed methods: Positive Behavior Support and Collaborative Problem Solving.. Program staff, foster parents, the Yamhill County Mental Health staff, and other youth team members will refine the youth's plan to include an individualized plan goal related to the placement at Rainbow Lodge program, specifying the youth's needs, treatment modalities to be used, and responsible providers. Foster parents and program staff will attend youth planning meetings, as their participation is key to youth support and positive outcomes.

The start-up period will be used to complete activities such as recruiting, certifying and training foster parents; in addition to hiring and training program staff on the particular skills they may need to have in order to provide respite services. Additional start-up period activities include establishing procedures in cooperation with Yamhill County Youth and Families Department (YC), and establishing the evaluation system for the program. In addition, the property has several needs to ensure that it is safe for the youth and that all house systems function well.

The Request

To complete property renovations and program start-up tasks, we are requesting \$45,000 as partial funding for start-up costs. After start-up, to ensure that Rainbow Lodge maintains capacity for emergency placements, YC will provide a monthly base fee that will cover costs of serving identified youth, across the year. CCS and YC will negotiate a fee to be charged for additional placements that

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exceed the proposed budget. More than one youth will be served in the respite program at the same time only in instances when the case managers agree it would be appropriate and safe for both youth.

Project Background/Need for the Project

According to reports provided by the Behavioral Care Network, during the fiscal year 2013-14, 184 Yamhill County youth (128 female, 56 male) were screened at a hospital emergency room for psychiatric treatment. These screenings were split approximately evenly between Willamette Valley Medical Center (90 screenings) and Providence Newburg Medical Center (94). Of the 184 youth, 44 were hospitalized, 15 sent to another facility and 125 went home or to a supervised setting. An analysis of the data by insurance carrier revealed a significant relationship between the selected hospital and insurance, with nearly 75% of the youth covered by the Yamhill Community Care Organization (YCCO), and 25% by private insurance.

Both emergency department visits and hospitalizations are very costly, at approximately \$1200 per emergency room visit, and \$1000 per day for hospitalization. Therefore, strategies are needed that will reduce the number of these visits and hospitalizations while protecting the safety and health of the youth and their families. At this time, there is a gap in the service continuum in Yamhill County, with no intermediate step between the youth's home and either emergency room or hospitalization. There is a need to develop a service that fills this gap, one that it is an appropriate level of service to offer children, youth and their families –so they get the right level of care rather than too much or too little.

Persons to be Served

This project will serve youth—male and female—residing in Yamhill County who are experiencing serious emotional and/or behavioral challenges and are at-risk of needing either emergency room visits or hospitalization for stabilization. Youth to be served include youth who are at risk of needing short term sub-acute placements for stabilization, as well.

Project Goals and Outcomes

Goal: Improve health and well-being of youth and their families by providing the appropriate level of care for youth in crisis, including youth who are at risk of needing short-term sub-acute placement for stabilization.

Desired Outcomes:

1. Reduce the number of emergency department visits required by target clients by 30% over 2013-2014 levels.
2. Reduce the number of admissions to psychiatric placement services by 60% over 2013-2014 levels.
3. Reduce the number of in-patient days after admission to psychiatric hospital services by 50% over 2013-2014 levels.

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We anticipate making substantial, sustainable improvement on these outcomes after project start-up, i.e., in Year 1, Quarters 2, 3, and 4, but expect that the goals will not be fully realized until the end of Project Year 2.

Project Strategies

The respite services provided at Rainbow Lodge will be guided by the following strategies:

- **Trauma-informed care.** It is known that the response of both customers and staff to situations is affected by their personal histories of trauma. Therefore, CCS has embarked on a three-year process to gain certification in the Sanctuary Model. The Sanctuary Model is an approach to changing the culture of an organization so that all those involved with it understand the effects of a history of trauma both on the individuals served and the staff themselves. The Sanctuary Model requests that all staff, including administrative departments, support staff; the board and customers receive training on the Sanctuary Model and its tools, to ensure that when a difficulty arises, they have a way to deal with it thoughtfully. For example, the *SELF Model* (Safety—Environment—Loss—Futures) is a framework for debriefing and working through behaviors; *Red Flag Meetings* provide a structure that support youth or foster parents to raise an issue that they feel is not being adequately addressed, and get the immediate attention of staff. Through the Sanctuary Model, CCS will ensure that staff and foster parents do not inadvertently re-traumatize the youth while in our care.
- **Collaborative Problem Solving (CPS).** CPS is an evidence-based, proven approach to understanding and helping children and youth with behavioral challenges. The CPS model views behavioral challenges as a form of learning disability or developmental delay—in other words, behaviorally challenging children are lacking crucial cognitive skills, especially in the domains of flexibility, frustration tolerance, and problem-solving—and seeks to create fundamental changes in interactions between children with behavioral challenges and their adult caregivers by having caregivers engage children in solving problems collaboratively.
- **Positive Behavior Support (PBS).** PBS—also referred to as Positive Behavior Intervention and Support—is an empirically validated, function-based approach to eliminate challenging behaviors and replace them with prosocial skills. Use of PBS decreases the need for more intrusive or aversive interventions (i.e., punishment or suspension) and can lead to both systemic as well as individualized change. PBS does not focus exclusively on the youth, but also includes proactively changing environmental variables such as the physical setting, task demands, curriculum, pace and individualized reinforcement. Thus it is successful with a wide range of youth, in a wide range of contexts, with a wide range of behaviors. PBS always involves data-based decision-making using functional behavioral assessment and ongoing monitoring of

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intervention impact.¹ To ensure that staff and foster parents are skilled in applying Positive Behavior Supports, CCS will provide them with training on the Oregon Intervention System.

- **Girls and Boys Town Curriculum for Foster Parents.** *Rebuilding Children's Lives: A Blueprint for Treatment Foster Parents*² summarizes the Girls and Boys Town innovative program for care and treatment of youth. It is evidence-informed, based on best practices in foster care. Its core features include being data-based, providing support for foster parents from program staff, using individual treatment plans, and assigning well-trained program staff who must meet program standards across time. The approach respects parents as teachers, supports an understanding of the child and foster family dynamics, and provides strategies for encouraging positive behaviors and responding to problem behaviors.
- **Continuous Quality Improvement (CQI).** CCS is committed to applying CQI principles and methods to program operations. That means, first, that we maintain a strong focus on customers—including the youth served, their family or foster family, case managers, and the funder. We also work together as a team, both within CCS and with these partners, to ensure that all are working collaboratively to achieve the jointly held desired outcome. Finally, we use data and systematic methods to identify, analyze and improve performance.

Proposed Activities to Meet the Goals

This new respite program will require a start-up period prior to serving youth. Start-up activities directly related to the respite program will include:

- Working with Yamhill County and YCCO staff to ensure CCS understands their definition of qualifications and skills needed by foster parents and staff who will be working in the program.
- Recruiting certifying and training both live-in and back-up foster parents—back-up foster parents to support the youth when the primary foster parents need to take a break.
- Hiring well-qualified program staff.
- Collaborating with YC to provide specialized training for staff and foster parents on trauma-informed care, Collaborative Problem Solving, the Girls and Boys Town Model, and Positive Behavior Supports.
- Working with YCCO and YC to define standardized interagency procedures for:
 - intake into the Lodge program, to ensure that intake can occur rapidly in crisis situations;
 - services provided and communications during planned and crisis placements; and
 - discharge from planned and crisis placements at the Lodge.
- Confirming program standards and contract requirements, including reviewing the contract, land contract, any relevant donor agreements, applicable Oregon Administrative Rules, and Council on Accreditation (COA) standards.

¹ Adapted from http://www.nasponline.org/resources/factsheets/pbs_fs.aspx 1/29/2015.

² Baker, C.B., Burke, R.V., Herron, R.W., & Mott, M.A. (1996). *Rebuilding Children's Lives: A Blueprint for Treatment Foster Parents*. Boys Town, Nebraska: Boys Town Press.

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- Finalizing payment structures and procedures.
- Developing the program evaluation system to meet reporting requirements of both the YCCO and YC, as well as program management/improvement needs.
- Writing a program procedures manual for the home to guide staff and foster parent actions, including defining the staff support system, emergency safety plan, and risk management checklist.
- Developing a program “identity kit” and communications plan.

Table 1 summarizes the activities and timelines related to program start-up.

Table 1. Program Start-up Activities and Timelines

Activity	Month 1	Month 2	Month 3
Work with Yamhill County and YCCO staff to ensure CCS understands their definition of qualifications and skills needed by foster parents and staff who will be working in the program.	XX		
Hire, train and certify foster parents for the Lodge	XXXXXXXXX		
Hire well-qualified program staff to supplement supports provided by foster parents	XXX	XXX	
Provide the specialized training needed by foster parents and staff to serve this target group		XXXXXXXXX	XXXXXXXXX
Work with YCCO and YC to define standardized interagency procedures for intake into, communications and services during, and discharge from planned and crisis placements		XXXXXXXXX	
Finalize payment structures and procedures	XXXXXXXXX		
Confirm program standards and contract requirements, including reviewing the contract, land contract, any relevant donor agreements, applicable OARs, and COA standards.	XXXX		
Develop the program evaluation system to meet reporting requirements of both YCCO and YC and program management/improvement needs.			XXXXXXXXX
Develop a program procedures manual for the home to guide staff and foster parent actions, including defining the staff support system, emergency safety plan, and risk management checklist.	XXXXXXXXX	XXXXXXXXX	
Develop a program “identity kit” and communications plan.			XXXXX

In addition to program-related start-up activities, we will need to improve the property and resources available at the home:

- Remove the school building located next to the Lodge. The building has fallen into disrepair, is unsafe and must be removed prior to children or youth moving in.
- Address Lodge plumbing issues.
- Purchase or lease a dedicated vehicle for the program. CCS will subcontract with an appropriate provider if secure transport is necessary during a youth’s stay at the Lodge.
- Improve outdoor recreational equipment and space, including fixing an old basketball court.

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These start-up activities will be completed or in process, as appropriate, prior to youth entering the facility. We anticipate being able to take the first referral for crisis respite within 90 days after being awarded a contract for this work.

Ongoing activities will include:

- Establish an on-call system to facilitate emergency intakes. The on-call staff will immediately review referrals and determine if the program is appropriate for the youth. Every attempt will be made to make a final determination as rapidly as possible, i.e., within 4 hours, but certainly within 12 hours.
- Complete intake and admission to Rainbow Lodge for each youth referred and accepted into service.
- Provide planned respite, as space is available.
- Provide ongoing capacity for crisis respite.
- Work with the youth's team and, in particular, case manager to refine their treatment plan to specify goals and needed services while the youth is in respite and the organization responsible for delivering them.
- Work with Yamhill County to ensure youth in residence at the Lodge receive needed wraparound services, such as counseling, Positive Behavior Support, skill-building or other supports as identified in the plan.
- Maintain complete and timely documentation and youth records.
- Complete discharge procedures to ensure a positive transition to the youth's next environment
- Provide supervision for foster parents and program staff by a Qualified Mental Health Professional (QMHP).
- Collect, analyze and report program data to evaluate program performance.
- Work with YCCO and Yamhill County to continuously review program performance and identify targets and strategies for improvement.

Overview of Organization, Mission and History

Catholic Community Services (CCS) has been a non-profit provider of social services in the mid-Willamette Valley area dating back to 1938. During the early years, CCS provided services to poor and vulnerable families during the Great Depression. CCS began offering professional social services in the 1950s under the Catholic Charities of Oregon umbrella, and incorporated as an independent 501(c) (3) organization in the 1980s. With a budget of about \$18 million, CCS manages all aspects of more than 15 programs including personnel administration, program design, service delivery, and fiscal and business affairs. Each program has a unique budget managed by program staff and the CCS administrative/business support structure. Programs include:

- **Community Counseling Center**, providing individual, family and group mental health services to children and youth. CCC was the first outpatient counseling center in our area. The Counseling Center is well-known for their effective services, based on application of Solutions-Focused Brief Therapy.
- **Rainbow Family Services**, serving at-risk youth and families of Yamhill County.

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- **Treatment Foster Care Program**, providing Behavioral Rehabilitation Services to at risk youth referred by the Oregon Youth Authority (OYA), the Department of Human Services (DHS), and Coordinated Care Organizations.
- **Independent Living Program**, serving youth as they age out of the DHS foster care system to support their successful transition to adulthood
- **Adult Employment Services**, offering employment and “path to employment” programs with the goal of placing individuals into integrated community jobs,
- **Adult Residential Services**, operating group residences in three counties. Both the Adult Employment and Residential Services programs support adults who are medically fragile, have sensory impairments, and/or experience intellectual or developmental disabilities.
- Nursing Services program providing 24/7 nursing care that makes it possible for people with developmental disabilities and fragile health to live in the family-like setting of the Adult Residential Services program.
- Center Court Commons program helping young adults aged 18 to 26 who are transitioning out of foster care with their immediate housing needs.
- Mentoring Program providing mentors for at-risk youth.
- Community Homes for Children program, offering safe, nurturing homes for children who need long-term foster care as they are very unlikely to be adopted or reunited with their families
- **Cavazos Center** program, a level-4 BRS community-based residential treatment center providing culturally specific services to Hispanic/Latino youth who are impacted by a gang environment.
- **Safe Families for Children**, providing volunteer respite care for families in crisis.
- **Strengthening, Preserving and Reunifying Families Program** to support families at high risk of losing their children to foster care due to substance abuse issues.
- **Father Taaffe Homes and Maternity Services** focus on teen and young pregnant women to support them to deliver a healthy baby and transition to a safe, stable home to raise their child.
- CCS also provides Backbone Support to the **Fostering Hope Initiative**, which is a collective impact initiative with many partners working together to ensure that every child and youth in every neighborhood lives in a safe, stable nurturing home; is healthy; succeeds at school; and goes on to financial self-sufficiency.

For the past 32 years, the CCS Executive Director has been Jim Seymour, providing consistency and continuity in program leadership across a period of substantial change in youth services. In the next few months, however, CCS will put a new Executive Director in place. Jim will remain as Executive Director of the CCS Foundation, and thus will be available to the new leader, ensuring a smooth transition for programs, funders, staff and other stakeholders.

Organization Capacity

CCS has a long history of successfully providing services to vulnerable children, youth and families in Marion, Polk and Yamhill Counties. In addition, CCS has a commitment to “never give up”—i.e., to continue to look for ways to support a youth to be successful, working with community resources, rather than exiting youth who display challenging behavior.

Accreditation. CCS has been continuously accredited by the national *Council on Accreditation* since 1998 for all of its programs and administrative services. COA requires compliance with stringent standards not only for service delivery, human resource management, and governance, but also for our

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quality systems. How the organization structures for and achieves quality lies at the core of our success. COA accreditation also requires that we measure customer satisfaction and actively use feedback from many sources (e.g., board, staff, families, collaborators) in reviewing and improving our systems and outcomes. Seeking and using feedback for improvement is a regular part of our operations.

Management. Management strategies are deliberate and evident at all levels of the organization. The Board of Directors provides overall focus by identifying strategic goals for the organization. The Board requires the leadership in each program to develop services and supports that contribute to achievement of one or more of those goals with the specific population group with whom they work. Programs must develop operations plans that describe how high performance standards will be achieved in several performance domains, including integrity, outcomes, and compliance. CCS encourages its employees to act as “stewards” of the organization, i.e., to ensure that their service centers use resources in a responsible way.

We believe the fundamental management strategy for maintaining financial solvency is creating excellence and assuring dedication to achievement of high standards of performance. To that end, CCS Employee Stewardship Teams (ESTs), are established at each of the service centers within CCS, and are charged with the responsibility to plan, deliver, monitor, correct and improve (where necessary) program performance. The Quality Department supports EST activities with training and consultation in quality principles and methods.

Program Staffing. CCS staff members who will be involved with the Rainbow Lodge Respite Program are highly qualified.

Joshua Graves, MBA, QMHA, CCS Chief Administrative Officer. As Chief Administrative Officer of CCS, Josh oversees all CCS programs and administrative operations. He also is the Chief Quality Officer. The Chief Financial Officer, Chief HR Officer, and Chief Operating Officer report to Josh. He has more than 23 years of experience in social services including juvenile justice, family counseling, residential treatment and non-profit executive leadership. He has worked within CCS to both design new and improve existing programs, developing systems to ensure continuous quality improvement and cost effectiveness. His role in the project will be overall program oversight and maintaining strong relationships with project partners. His time on this program will be contributed by CCS.

Kyle Deets, BS, CCS Chief Operating Officer. Kyle is responsible to oversee the operations of CCS programs serving youth, adults, and families, supervising a workforce of program administrative and director-level staff members who manage each program’s operations. He has over 10 years of experience, including as a case manager for youth in foster care, a group life coordinator at a closed custody youth facility, and as a development manager and program director at programs serving individuals with intellectual or developmental disabilities. His role in the project will be to provide direct oversight to the program, and ensure it operates within the constraints of the contract, the program budget, and CCS policies and procedures.

Laura Holden-Pommier, MSW, LCSW, LSCSW, QMHP, Respite Program and Clinical Director. Laura has extensive experience as a child case manager, outpatient therapist, and personnel trainer. She holds

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certification in the Crisis Institute's Non-Violent Crisis Intervention (CPI), Psychological Debriefing and Group Help after Critical Incidents (CISD), and Mandt Training, in addition to CPR and First Aid certification. Laura will be responsible for managing day-to-day operations at Rainbow Lodge, including providing staff training, scheduling staff, and providing clinical supervision. She will work closely with the foster parents to ensure that their needs, and those of the youth in residence, are met.

Group Life Workers, 1.4 FTE. The program will maintain qualified staff (QMHA's) to provide support to the youth and foster parents, during most of the awake hours. These Group Life Workers will be responsible for daily living activities, youth supervision, skill-building, structured recreation, positive behavior supports, medication administration, foster parent support, and non-secure transportation.

Facility. Rainbow Lodge is a 2500 square foot lodge sitting on a creek, about eight miles outside of McMinnville. In 2008, the original lodge was razed and a new lodge built. The lodge sits on a 20 acre property, surrounded by wooded hillsides, and is walking distance from Metzger Lake Park. The Lodge was built specifically to provide planned and crisis respite care for youth, in a rural setting. The Lodge includes a master suite for foster parents and five bedrooms for youth in care. A living room, kitchen, staff office, staff overnight room, three bathrooms, and laundry room also are on the main floor. Although the Lodge has some plumbing issues to be addressed, as a whole it is ready for move-in.

On the same property sits an old school house that has fallen into disrepair and needs to be removed during the start-up phase. An existing basketball court needs to be renovated, and other outdoor recreational equipment needs to be added to the property for youth use.

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Budget

Two budgets have been prepared and are summarized below: Program Start-up and Operating budgets. A brief explanation of the expenses is provided within each budget.

The attached operating budget is based on an Average Daily Population (ADP) of .5 youth per night for six months and 1.0 youth per night for six months at \$455/youth night. The contract amount would be paid with equal 1/12th payments each month to maintain capacity at the Lodge.

Start-up Budget

	Amount	Description
Revenues		
Total Revenues	\$45,000	
Expenses		
Salary and wages--employees	0	Contributed
Other personnel expense	0	Contributed
Training/Conferences	8,500	Training on CPS, OIS, & Sanctuary Model for all staff and foster parents (hours & registration)
Other Professional Services	\$2000	Systems development to meet evaluation plan; electronic records system set-up
Equipment & Supplies	\$2,900	Three laptops/tablets, printer/scanner; curricula; linens, cleaning, small appliances, groceries
Rent--Vehicles	\$2,000	One leased vehicle, \$2000 down payment
Repair/Maintenance	\$22,500	Demolition of school building & water system improvements
Landscaping/Yard Management	\$7,100	Resurface basketball court and redo the area vacated by the school demolition to become a soccer field, and other recreational improvements
Total Start-up Expenses	\$45,000	

Note: Start-up funding will be available and paid to this project through grant award from Providence.

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Operating Budget

	Amount	Description
Revenues		
Total Revenues	<u>185,302</u>	ADP.5 for 6 months; 1.0 ADP for 6 months; \$455/night, 15 months. Payment schedule is 25% for first 3 months, 50% for next 6 months (.5 ADP), and 100% for final 6 months (1.0 ADP). In addition to the ADP above, the monthly payment includes planned or emergent New Solutions respite capacity for Yamhill County youth, at the held availability of two beds, three nights per week. This rate averages \$179/night, and is included in the total revenue number.
Expenses		
Salary and wages--employees	\$54,650	1.4 FTE Group Life Workers; .125 FTE Clinical Director III; .033FTE Chief Operations Officer; .125FTE Program Coordinator (est. for 13 months to cover start-up).
Other personnel expense	\$27,890	Includes paid time off, state unemployment expense, employer payroll taxes, employer Workers' Compensation Insurance, Employer paid insurance, employee recognition, employee drug testing, employee assistance program. (Est. for 13 months to cover start-up).
Training/Conferences	\$800	Ongoing CPS, OIS and Sanctuary training for all staff and foster parents
Foster Parent Payments	58,800	\$4,000 per month plus \$900 per month Difficulty of Care payments (12 months)
Other Professional Services	0	
Equipment & Supplies	\$125	Office supplies
Program Supplies	\$5,500	Linens, cleaning, small appliances, groceries (est. \$458/month average).
Telephone and telecommunications	\$1,750	Internet, satellite, alarm monitoring
Copy Expense	\$125	Paper, printer supplies
Books, subscriptions, references	\$750	Kaleidacare database
Rent--Building	\$3,600	\$1200 per month (\$900 paid by Foster parents, \$300 by program)
Rent--Vehicles	\$4,875	Leased vehicle @ \$325 per month
Repair/Maintenance	\$1,250	Ongoing maintenance
Landscaping/Yard Management	0	
Property Management fees	\$1,875	\$125/month
Property and Liability Insurance	\$2,000	
Travel		Included in foster parent payment

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Gas, fuel, oil (vehicle)	\$3,000	Estimated at approximately \$267/month
Program administrative allocations	\$18,530	Calculated at 10% of estimated revenue
Total Expenses	\$185,520	
NET SURPLUS/(DEFICIT)	(\$218)	