

14 MAY 22 P2:03

**THIRD ADDENDUM TO AGREEMENT
(Yamhill County and YCCO, Inc.)**

THIS THIRD ADDEMDUM TO AGREEMENT (#Addendum #3) is made effective March 1, 2014, between **Yamhill County**, a political subdivision of the State of Oregon, acting by and through its Department of Health and Human Services Department ("County") and the **Yamhill County Care Organization, Inc.**, an Oregon non-profit public benefit corporation ("YCCO").

RECITALS:

A. County and YCCO are parties to that certain agreement dated as of August 30, 2012 (the "Underlying Agreement"), pursuant to which County and CCO continue to work together to facilitate advantageous use of the system of public health and behavioral health care and services; to ensure continued and conceivable enhanced access to a full continuum of health care and; continue to recognize the shared responsibility for the full continuum of health care services in the region served by YCCO.

B. The Underlying Agreement was first amended August 30, 2012 (Addendum #1). The Underlying Agreement was further amended on September 26, 2013 to add an additional scope of work (Addendum #2). County and YCCO now desire to further 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 YCCO, intending legally to be bound, hereby agree as follows:

1. The Underlying Agreement is hereby amended to include this Addendum #3 and the attached Scope of Work, attached hereto as Exhibit A, Parts 1-3 to Addendum #3, and incorporated herein by this reference, to support the Assertive Community Treatment (ACT) and System of Care Wraparound Initiative (SOCWI).

2. Section M of the Underlying Agreement is hereby amended to include the following: 5. County will perform the program activities for ACT and SOCWI as outlined in Exhibit A.

3. Section N of the Underlying Agreement is hereby amended to include the following: 10. YCCO, to the extent of available funds it receives from the State of Oregon will pay County an initial payment of \$253,187.55 to allow for project development costs and an additional \$28,131.84 in substantially equal quarterly payments of \$7,032.96: October 2014, January 2015, April 2015 and June 2015 for ACT and will pay an initial payment of \$66,825.00 to allow for project development costs and an additional payment of \$7,425.00, August 2014 for SOCWI. The total not to exceed amount for this Agreement is \$355,569.39.

4. The balance of the Underlying Agreement remains unchanged.

BO. 14-263

5. Ratification. Except as otherwise expressly modified by the terms of this Addendum #3, 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 constitute valid and binding obligations of County and YCCO enforceable according to the terms thereof.

6. Authority. County and YCCO and each of the persons executing this Addendum #3 on behalf of County and YCCO hereby covenants and warrants that: (i) such party has full right and authority to enter into this Addendum #3 and has taken all action required to authorize such party (and each person executing this Addendum #3 on behalf of such party) to enter into this Addendum #3, and (ii) the person signing on behalf of such party is authorized to do so on behalf of such entity.

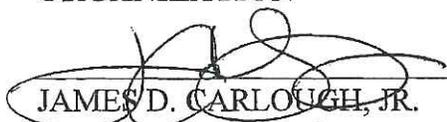
7. Binding Effect. All of the covenants contained in this Addendum #3 shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives and permitted successors and assigns.

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

9. Recitals. The foregoing recitals are intended to be a material part of this Addendum #3 and are incorporated herein by this reference.

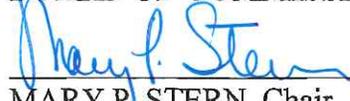
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Addendum #3 on the date indicated by their duly authorized officials.

**YAMHILL COUNTY CARE
ORGANIZATION**



JAMES D. CARLOUGH, JR.
Date: 4/24/14

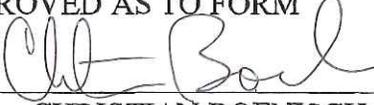
**YAMHILL COUNTY
BOARD OF COMMISSIONERS**



MARY P. STERN, Chair
Date: 5-15-14



SILAS HALLORAN-STEINER, Director
Department of Health and Human Services
Date: 5-15-14

APPROVED AS TO FORM
By: 

CHRISTIAN BOENISCH
County Counsel
Date: 5/12/14

Accepted by Yamhill County
Board of Commissioners on
5/15/14 by Board Order
14-263

EXHIBIT A
Part 1
Grant Activities

1. Recipient shall use Agreement funds for activities that:
 - a. Are described in Exhibit A, Part 2 (as amended from time to time), and for no other purposes;
 - b. Support better health, better health care and lower costs in their communities; and
 - c. Are innovative, scalable, transferable and related to CCO transformation plans and the overall goals of transformation.
2. Agreement funds may not be used to provide enhanced reimbursements generally (although alternative or enhanced payments as part of an innovative pilot or program are allowable), nor to supplant state covered services, nor to replace services required to be provided under Applicant's CCO contract with OHA. Funded activities may include, but are not limited to: personnel, travel expenses, meetings and supplies, consultants, and indirect expenses affiliated with the project such as administrative support, telephone, and computers. Any travel expenses incurred by Recipient or its subcontractors pursuant to this Agreement shall be paid in accordance with the rates set forth in the Oregon Accounting Manual as of the date Recipient or its subcontractors incurred the travel or other expenses. The Oregon Accounting Manual is available at http://www.oregon.gov/DAS/CFO/SARS/pages/oam_toc.aspx.
3. Definitions:
 - a. ACT Fidelity: For the purposes of interpreting this Agreement, "Fidelity", when applied to Assertive Community Treatment (ACT) services, means the extent to which Recipient adheres to the evidence based practice model; ACT Fidelity also means that Recipient participates in measuring whether ACT is being implemented to Fidelity, and will require, at a minimum, meeting requirements outlined in OAR 309-016-0850 through 309-016-0855. Fidelity to the ACT model is measured using the Dartmouth ACT Fidelity Scale and other tools that are part of the ACT Evidence-Based Practice Kit, which can be obtained at: <http://www.oregon.gov/oha/amh/docs/Revised%20ACT%20Fidelity%20Scale%2011-2013.pdf>
 - b. Wraparound Fidelity: For the purposes of interpreting this Agreement, "Wraparound Fidelity" means the extent to which Recipient adheres to the evidence based practice model. Wraparound Fidelity to the Wraparound model also means that Recipient participates in measuring whether wraparound is being implemented to fidelity, and will require, at a minimum, assessing

(1) adherence to the principles of Wraparound, (2) whether the basic activities of facilitating a wraparound process are occurring, and (3) supports at the organizational and system level. Fidelity to the Wraparound model is measured using the Wraparound Fidelity Index and other tools that are part of the Wraparound Fidelity Assessment System (WFAS), which can be obtained here: <http://depts.washington.edu/wrapeval/WFI.html>

- c. System of Care (SOC): For the purposes of interpreting this Agreement “System of Care” means a coordinated network of community-based services and supports characterized by individualized Member (“Member” has the meaning defined in the CCO Contract) care, and a wide array of services provided within the least restrictive environment, full participation and partnerships with Member families and youth, coordination among child-serving agencies and programs, and cultural and linguistic competence.
- d. Wraparound: For the purposes of interpreting this Agreement “Wraparound” means a definable planning process that result in a unique set of community services and natural supports that are individualized for a child and family to achieve a positive set of outcomes.

EXHIBIT A
Part 2
Program Description

1. Grant Activities

Recipient shall use these Agreement funds solely to support the ACT project in Recipient's Service Area ("Service Area" has the meaning defined in the CCO Contract) to acquire Fidelity level infrastructure as outlined in the application (Application) submitted to OHA pursuant to RFGA #3689, and as approved by OHA. Recipient's Agreement is designed to improve the community's capacity to provide ACT and Wraparound treatment services to Fidelity for adults suffering from serious and persistent mental illness and children with complex behavioral health issues.

2. Program Description

Recipient shall perform the two program activities, Assertive Community Treatment and System of Care Wraparound Initiative, as described in Recipient's awarded Application. Changes to program implementation as described in the approved application is subject to OHA review and approval. The Program Description for Assertive Community Treatment and System of Care Wraparound Initiative programs are established below.

a. Assertive Community Treatment (ACT):

The Recipient will develop ACT program(s) in a manner that is consistent with Fidelity standards established in OAR 309-016-0840 through 309-016-0855 and that meets the needs of Members in Recipient's Service Area ("Service Area" has the meaning defined in the CCO Contract). The Program Description for ACT is as follows:

- i. Recipient will develop a Fidelity ACT program as defined by OAR 309-016-0840 through 309-016-0855 within the Service Area.
- ii. The Recipient will develop the ACT program to include dedicated capacity to serve Members ("Member has the meaning defined in the CCO Contract) involved with the criminal justice system.

- iii. Recipient's ACT program will be fully operational by June 30, 2015.
- iv. Recipient shall participate in technical assistance, and actively collaborates with; the Oregon Center of Excellence for Assertive Community Treatment, Options for Southern Oregon to develop the qualified Fidelity ACT program and support services and monitor Fidelity utilizing the Dartmouth ACT Fidelity Scale, found at the following link:

<http://www.oregon.gov/oha/amh/docs/Revised%20ACT%20Fidelity%20Scale%2011-2013.pdf>

b. System of Care, Wraparound Initiative (SOCWI)

The Program Description for SOCWI is as follows:

- i. Recipient will provide a Project Lead for the purpose of developing and implementing a Community Readiness Assessment (Assessment) for the provision of Wraparound services to fidelity. Recipient and OHA expect Portland State University (PSU), in collaboration with Oregon Family Support Network and YouthMOVE, to facilitate Assessment development with the purpose of implementing Wraparound services in the Service Area ("Service Area" has the meaning in the CCO Contract). Additional information regarding System of Care principles may be found at the following:

<http://www.tapartnership.org/docs/UpdatingTheSOCConcept2010.pdf>
- ii. Recipient will send the Project Lead to a statewide training and planning event in accordance with a schedule that is mutually agreeable to OHA and the Recipient.
- iii. Recipient will complete a written Community Readiness Assessment with technical assistance from PSU, to include a representative from the Recipient's leadership team and the OHA project site lead assigned to the Recipient's region. Recipient will collaborate with PSU to address areas of need that are identified for site readiness. The Community Readiness

Assessment must be submitted and accepted by OHA by the close of business on August 29, 2014.

- iv. Recipient will coordinate with PSU to complete a written Regional Training Plan to be submitted and accepted by OHA by the close of business on August 29, 2014. This regional training plan must include the following:
 1. Training name and topics to be covered
 2. Date and times
 3. Anticipated audience
 4. Location
 5. Name and qualification of trainers

EXHIBIT A
Part 3
Budget, Financial and Grant Activities Reporting

1. Disbursement

The total not to exceed amount for this Agreement is \$359,161.00.

ACT Program:

Following Agreement execution and receipt and approval of Recipient's invoice, OHA will make an initial disbursement of \$255,745.00 (90% of the total award) to allow for project development costs.

OHA will make substantially equal quarterly payments upon receipt and approval of Recipient's invoice and required reports on the dates shown below in the amount of \$7,104.00:

- October 15, 2014
- January 15, 2015
- April 15, 2015
- June 30, 2015

System of Care/Wraparound Initiative Program:

Following Agreement execution and receipt and approval of Recipient's invoice, OHA will make an initial disbursement of \$67,500.00 (90% of the total award) to allow for project development costs.

OHA will make a final payment upon receipt and approval of Recipient's invoice and required reports on the date shown below in the amount of \$7,500.00:

- August 29, 2014

Each disbursement of this Agreement by OHA is contingent on Recipient being in compliance with the terms of this Agreement, including without limitation that all representations and warranties of Recipient, including those incorporated by reference by Exhibit B to this Agreement, are true on the date of disbursement. Recipient understands and agrees that OHA's disbursement of funds under this Agreement is contingent on OHA receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to disburse the funds. Nothing in this Agreement is to be construed as permitting any violation of Articles XI, section 7, of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon.

In the case that it becomes necessary to execute an amendment to this Agreement adopting supplemental proposals, budgets, timelines or objectives for measuring

satisfaction of Program objectives, OHA will prepare and submit an amendment for Recipient's signature.

2. Reporting Requirements

Recipient will provide encounter data for ACT services through the Medicaid Management Information System (MMIS) and Measures and Outcomes Tracking System (MOTS).

All Members receiving ACT Services must be enrolled within two (2) business days of admission and disenrolled within one (1) business day of discharge and that Member's record maintained in MOTS as specified in OHA's MOTS manual located at:

<http://www.oregon.gov/OHA/amh/pages/compass/electronic-data-capture.aspx>, and as it may be revised from time to time.

3. Schedule of Grant Activities Reporting

a. ACT Reporting

Recipient will provide written quarterly reports in a format acceptable to OHA on the status of Recipient's ACT program development and progress toward high Fidelity for the current reporting period, and data projections for the next quarter, to include:

- a. Status of ACT service team development;
- b. Program Fidelity Scores; and
- c. Number of Members receiving ACT services.

<u>Date Report is Due</u>	<u>Reporting period</u>
July 15, 2014	March 1, 2014 – June 30, 2014
October 15, 2014	July 1, 2014 – September 30, 2014
January 15, 2015	October 1, 2014 – December 31, 2014
April 15, 2015	January 1, 2015 – March 31, 2015
July 15, 2015	April 1, 2015 – June 30, 2015

b. SOCWI Reporting

Recipient will provide written progress reports on SOCWI activities as described in the schedule below and as OHA may reasonably request.

<u>Date Report is Due</u>	<u>Reporting Period</u>
August 29, 2014	Community Readiness Assessment
August 29, 2014	Regional Training Plan

4. Recovery of Grant Funds.

Any Agreement funds disbursed to Recipient that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to OHA. Recipient shall return all Misexpended Funds to OHA promptly after OHA's written demand and no later than 15 days after OHA's written demand. Recipient shall return all Unexpended Funds to OHA within ten days after the earlier of termination or expiration of this Agreement.