

**FOURTH AMENDMENT TO AGREEMENT
FOR OREGON HEALTH PLAN SERVICES
CHEHALEM YOUTH AND FAMILY SERVICES**

THIS FOURTH AMENDMENT TO AGREEMENT ("Amendment #4") is made effective July 1, 2015 between Yamhill County, a political subdivision of the State of Oregon acting by and through its Family and Youth Division of its Department of Health and Human Services ("County") and Chehalem Youth and Family Services ("Contractor"), an Oregon nonprofit corporation, 501 E. First Street, PO Box 636, Newberg, Oregon 97132, Tax Identification Number 93-0764541, DMAP provider ID #500625268.

RECITALS:

A. County and Contractor are parties to that certain agreement dated as of May 13, 2013 for the period of July 1, 2012 through June 30, 2015 (the "Underlying Agreement"), pursuant to which Contractor provides medically necessary short-term out-patient mental health treatment to children (0-19) and adults (19 and older) enrolled in YCCO with mild to moderate mental health conditions. The Underlying Agreement was first amended on October 30, 2014, ("First Amendment"). The Underlying Agreement was further amended on July 2, 2015 ("Second Amendment") and August 10, 2015 ("Third Amendment").

B. County and Contractor 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 Contractor, intending legally to be bound, hereby agree as follows:

1. Section 2 "Contractor's Services" of the Underlying Agreement is hereby amended to include the following:

"Contractor must submit denied claims for reprocessing within 90 days of the original denial unless the claim meets one of the cases listed in OAR 410-141-3430, (4) (a) (C).

Contractor agrees to implement the following clinical screening tools:

- a. Patient Health Questionnaire 9 (PHQ-9); to be administered at intake and service conclusion and as clinically indicated
- b. Generalized Anxiety Disorder 7 (GAD-7); to be administered at intake and service conclusion and as clinically indicated
- c. Screening, brief intervention, referral to treatment (SBIRT); to be administered at intake
- d. Daily Living Activities 20 (DLA-20); to be administered by the 2nd or 3rd session, then every 90 days and at service conclusion

In addition, Contractor agrees to train staff on the DLA-20 functional assessment tool; to have three staff certified as trainers for the DLA-20; to administer the annual customer satisfaction survey in the fall of 2016; and to capture outcome tool scores in Contractor's electronic health record (EHR) or other database for reporting purposes as detailed in the Chehalem Youth & Family Services YCCO Implementation Project for Outcomes Tool Budget which is attached hereto as Exhibit A and which is incorporated herein by this reference."

2. The balance of Section 2 of the Underlying Agreement remains unchanged.

3. Section 5 "Records; County Monitoring" of the Underlying Agreement is hereby deleted in its entirety and replaced with the following:

"A. Contractor shall maintain all financial records related to this Agreement in accordance with generally accepted accounting principles or National Association of Insurance Commissioners accounting standards. In addition, Contractor shall maintain any other records, books, documents, papers, plans, records of shipment and payments and writings of Contractor, whether in paper, electronic or other form, that are pertinent to this Agreement, collectively referred to as "Records" in such a manner to clearly document Contractor's performance.

B. Contractor agrees that the following shall be open for inspection by County, YCCO, OHA and Government Agencies 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) information privacy and security records; f) 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.

C. 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. County may approve an alternative method if it demonstrates a similar level of thoroughness. Contractor will comply with County's quality and utilization management protocols established in partnership with YCCO and YCCO's Quality Assurance and Performance Improvement Plan. Contractor shall provide documentation regarding training, NPI numbers and background checks for each person providing services under this agreement where applicable upon request.

D. County will provide Contractor with a copy of County's OHA approved written grievance system procedures to ensure compliance."

4. Section 6 "Payment of the Contract" of the Underlying Agreement is hereby amended to include the following:

"Contractor shall receive a one-time payment of \$17,335.81 for a portion of Contractor's costs associated with the implementation of the outcome tools as amended to the Underlying Agreement in this Amendment #1, Section 1 above."

5. The balance of Section 6 of the Underlying Agreement remains unchanged.

6. Section 25 “Medicare/Medicaid Participation” of the Underlying Agreement is hereby amended to include the following:

“Contractor agrees to monthly screen its personnel and subcontractors at a minimum monthly against the Office of the Inspector General (OIGs) List of Excluded Individual and Entities (LEIE) and the System for Award Management (SAM) list for exclusions.”

7. The balance of Section 25 of the Underlying Agreement remains unchanged.

8. Ratification. Except as otherwise expressly modified by the terms of this Amendment #4, 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.

9. Authority. County and Contractor and each of the persons executing this Amendment #4 on behalf of County and Contractor hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #4 and has taken all action required to authorize such party (and each person executing this Amendment #4 on behalf of such party) to enter into this Amendment #4, and (ii) the person signing on behalf of such party is authorized to do so on behalf of such entity.

10. Binding Effect. All of the covenants contained in this Amendment #4 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.

11. Counterparts. This Amendment #4 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #4.

12. Recitals. The foregoing recitals are intended to be a material part of this Amendment #4 and are incorporated herein by this reference.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed on the date indicated by their duly authorized officials, this Amendment #4 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.

CHEHELAM YOUTH AND FAMILY SERVICES

YAMHILL COUNTY, OREGON

By: Deborah Cathers Seymour
(signature)

Date: 2-9-16

DEBORAH CATHERS-SEYMOUR
(printed name)

EXECUTIVE DIRECTOR
(title)

Tax ID No.: 93-0764541

Mary Starrett
MARY STARRETT, Chair

Board of Commissioners
Date: 2-18-16

Silas Halloran-Steiner

SILAS HALLORAN-STEINER, Director
Department of Health & Human Services
Date: 2/16/16

FORM APPROVED BY:

Christian Boenisch

CHRISTIAN BOENISCH
County Counsel
Date: 2/25/16

Accepted by Yamhill County
Board of Commissioners on
2-18-16 by Board Order
16-51

Exhibit A

Chehalem Youth & Family Services

YCCO Implementation Project for Outcomes Tool
 Budget December 31, 2015

1-29-2016

	Hrs	Weighted Rate	Extension
1 Equip upgrade & IT install & support			\$2,875.00
Software staff training	125	\$17.50	\$2,187.50
2b Training time for existing clinicians:			
PsyD training: 4 hours for 4 clinicians	16	\$31.50	\$504.00
QMHP training 4 hour for 2 clinicians	8	\$19.00	\$152.00
Intern training 4 hours for 3 clinicians	12	\$12.00	\$144.00
Practicums 4 hours for 5 clinicians	20	\$6.00	\$120.00
2b Training for new September APPIC students:			
Intern training 4 hours for 3 clinicians	12	\$12.00	\$144.00
Practicums 4 hours for 5 clinicians	20	\$6.00	\$120.00
Instructor time	8	\$36.50	\$292.00
2c Train the Trainer 3 PsyD @ 15 hours each	45	\$31.50	\$1,417.50
3 Customer Survey - Clinic manager	32	\$14.50	\$464.00
4 Clinic Dir: Tool setup 25 hrs & oversight 4/wk; 5/12 only	233	\$36.50	\$3,543.54
5 Exec Director leadership- direct time; 5/12ths only	32	\$27.55	\$367.33
Direct wages	563		\$12,330.88
Payroll taxes & benefits multiplier			1.183
Total Personnel Costs			\$14,587.43
Attendance mileage & per diem incidentals			\$439.25
Administrative Indirect - 15.5%			\$2,329.13
Projected Budget for Project Implementation			<u><u>\$17,355.81</u></u>

B.O. 11-51