



Yamhill County
Health and Human Services

**FIFTH AMENDMENT TO
MENTAL HEALTH AND SUBSTANCE USE DISORDERS SERVICES
DELEGATION AGREEMENT**

January 2018

with

Yamhill Community Care Organization, Inc.

Abn: Yamhill Community Care

**FIFTH AMENDMENT TO MENTAL HEALTH AND
SUBSTANCE USE DISORDERS SERVICES
DELEGATION AGREEMENT**

THIS FIFTH AMENDMENT TO MENTAL HEALTH AND SUBSTANCE USE DISORDERS SERVICES DELEGATION AGREEMENT (this "*Fifth Amendment*") dated this first day of January 2018, is entered into by and between Yamhill County Care Organization, Inc., an Oregon nonprofit public benefit corporation dba Yamhill Community Care Organization ("*Yamhill CCO*"), and Yamhill County, a political subdivision of the State of Oregon, acting by and through Yamhill County Health and Human Services Department ("*YCHHS*").

RECITALS

- A. Yamhill CCO and HHS entered into their first agreement at the initial formation of Yamhill CCO in 2012 that included MVBCN and Yamhill HHS as sub capitated entities who were to manage and/or deliver Mental Health and Substance Use services for Yamhill CCO members. In January of 2015 MVBCN took a much more limited role in authorization and management of these services and in January 2016, HHS became the principal entity to manage Behavioral Health (BH) Services for Yamhill CCO and was designated as the single BH Risk Accepting Entity (RAE). In that role as BH RAE, HHS serves as the primary contact with Yamhill CCO for BH provider agencies, and for YCCO's contract with Performance Health Technology Inc. for its claims processing services for Behavioral Health.
- B. Yamhill CCO and YCHHS entered into a Mental Health and Substance Use Disorders Services Delegation Agreement dated January 1, 2015 ("2015 Agreement").
- C. Yamhill CCO and YCHHS entered into a First Amendment to Mental Health and Substance Use Disorders Services Delegation Agreement dated January 1, 2016 ("2016 Amendment" or "First Amendment"). The 2015 Agreement was further amended on August 18, 2016 to incorporate the May 25th MOU and the new ABA rate effective July 1, 2016 ("Second Amendment") and subsequently amended a third time on September 8, 2016 to extend the term of the 2015 Agreement through December 31, 2018 and to include the Community Prevention and Wellness Implementation Proposal effective September 1, 2016 through December 31, 2018 ("Third Amendment"). The 2015 Agreement was further amended on January 12, 2017 to reflect changes to services and rates effective January 1, 2017 ("Fourth Amendment").

- D. The purpose of this Fifth Amendment is to further amend the 2015 Agreement to reflect changes to services and rates effective January 1, 2018 and otherwise modify the 2015 Agreement as set forth herein:
- E. Capitalized terms used in this Fifth Amendment, but not otherwise defined in this Fifth Amendment shall have the same meaning as those in the 2015 Agreement and the CCO Contract, in that order of priority.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

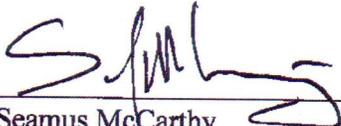
1. Effective Date. The effective date of this Fifth Amendment shall be January 1, 2018.
2. Amendment to Section 2.2. Section 2.2. "Yamhill CCO Retains CCO Status" of the 2015 Agreement is hereby amended to replace the reference to "Exhibit B, Part 4, Section 10.a(2)" in line 7 with "Exhibit B, Part 4, Section 10.a(3)". The balance of Section 2,2 is unchanged.
3. Amendment to Section 4.3. Section 4.3. "Compliance with CCO Contract" of the 2015 Agreement is hereby amended to replace the reference to "Exhibit D, Sections 1, 2, 3, 4, 13, 14, 17, 18 and 21" in line 6 with "Exhibit D, Sections 1, 2, 3, 4, 13, 14, 17, 18 and 22". The balance of Section 4.3 is unchanged.
4. Amendment to Subsection 4.9.1. Subsection 4.9.1. "Written Reports" of the 2015 Agreement is hereby deleted in its entirety and replaced with the following:

"4.9.1. Written Reports. YCHHS shall timely provide to Yamhill CCO such data as Yamhill CCO may reasonably require as necessary to prepare reports necessary to fulfill Yamhill CCO's reporting obligations pursuant to the CCO Contract; including without limitation, YCHHS shall submit to Yamhill CCO no later than ninety (90) days after the last day of the quarter Quarterly Financial Reports that meet the requirements of Exhibit G (Reporting of Delivery System Network Providers) of the CCO Contract; Solvency Plan and Financial Reporting as indicated in Exhibit I of this Agreement; Quarterly reports to include, Community Health Improvement Plan Reporting as applicable, Delegation Oversight and Monitoring, Grievance and Appeal log and summary, Performance Improvement Plan Reporting as applicable, Quality Metrics, and Service Level reporting; Annually provide, Compliance Risk Assessment, External Quality Review, Fraud and Abuse Policy and Procedure, System of Care Wraparound Policy and Procedure. In addition, Bi-annually YCHHS shall submit to Yamhill CCO intermediate outcome and quality measures data for the Transformation and Quality Strategy requirements in the CCO Contract, Exhibit B, Part 9 as they pertain to behavioral health services under this Agreement. YCHHS shall provide Children's Progress Review Report (Behavioral and Emotional Rating Scale) data and System of Care (SOC) Wraparound Progress Review Report no later than 30 days after entry into Intensive Service Array (ISA) services, every 90 days and upon exit from ISA services." The balance of Section 4.9 is unchanged.

5. Amendment to Section 6.2.2. Subsection 6.2.2. "With Cause" of the 2015 Agreement is hereby amended to replace the reference to "Exhibit B Part 4, Section 10(a)(7)" in line 10 with "Exhibit B Part 4, Section 10(a)(9)". The balance of subsection 6.2.2. is unchanged.
6. Amendment to Exhibit A of the 2015 Agreement. Exhibit A, Section 9 "Quality Improvement Activities and Adjudication of Final Appeals in Member Grievance and Appeal Process" of the 2015 Agreement is hereby amended to replace the reference to "Exhibit B, Part 4, Section 10.a(2)" in line 2 with "Exhibit B, Part 4, Section 10.a(3)." The balance of Exhibit A, Section 9 is unchanged.
7. Amendment to Exhibit B of the 2015 Agreement. Exhibit B "Statement of Work" of the 2015 Agreement is hereby deleted in its entirety and replaced with the new Exhibit B, which is attached hereto as Attachment 1 and incorporated herein by this reference.
8. Amendment to Exhibit C of the 2015 Agreement. Exhibit C "CCO Contract Provisions Applicable to Subcontractors" of the 2015 Agreement is hereby deleted in its entirety and replaced with the new Exhibit C, which is attached hereto as Attachment 2 and incorporated herein by this reference.
9. Amendments to Exhibit E of the 2015 Agreement. Exhibit E "Compensation" of the 2015 Agreement is hereby deleted in its entirety and replaced with the new Exhibit E, which is attached hereto as Attachment 3 and incorporated herein by this reference.
10. Amendment to Exhibit I of the 2015 Agreement. Exhibit I of the 2015 Agreement "Solvency Plan and Financial Reporting" of the 2015 Agreement is hereby deleted in its entirety and replaced with the new Exhibit I, which is attached hereto as Attachment 4 and incorporated herein by this reference.
11. Future Amendments to the CCO Contract. Yamhill CCO agrees to provide YCHHS with copies of any future amendments to the CCO Contract, as soon as reasonable following execution of such amendment, so that Yamhill CCO and YCHHS can review such amendments and ensure that any required amendments can then be made to the 2015 Agreement.
12. Ratification. Except as expressly amended by this Fifth Amendment, the 2015 Agreement shall remain in full force and effect according to its terms.
13. Recitals. The recitals appearing at the top of this Fifth Amendment are incorporated into this Fifth Amendment as if fully set forth herein.

The parties hereto have caused this Fifth Amendment to be duly executed by their duly authorized officers as of the date set forth above.

YAMHILL COUNTY CARE ORGANIZATION, INC.

By: 
Seamus McCarthy
Chief Executive Officer

Date: 12/15/17

YAMHILL COUNTY BOARD OF COMMISSIONERS

By: 
Stan Primozych, Chair

Date: 12-21-17

APPROVED AS TO FORM

By: 
Christian Boenisch
County Counsel

Date: 12/21/17


Silas Halloran-Steiner, Director
Department of Health and Human Services

Date: 12/15/17

Accepted by Yamhill County
Board of Commissioners on
12-21-17 by Board Order
17-507

Attachment 1

“EXHIBIT B
Statement of Work
(Reference Section 3.1)

Part 1—Governance and Organizational Relationships

1. **Community Advisory Council.** YCHHS shall provide Yamhill CCO with data, reports and information related to CAC activities, as reasonably requested by Yamhill CCO.
2. **Clinical Advisory Panel.** YCHHS shall provide representatives to serve on the CAP, or its subcommittees, as reasonably requested by Yamhill CCO.
3. **Early Learning Council.** YCHHS shall provide representatives to serve on the ELC, or its subcommittees, as reasonably requested by Yamhill CCO.

Yamhill CCO Retains CCO Status. As provided in Section 2.2 of this Agreement, although Yamhill CCO herein delegates certain functions to YCHHS during the Term, the parties understand and agree that Yamhill CCO shall continue to own and have full and final authority and control over Yamhill CCO’s business. YCHHS shall have no duty or power to act on behalf of Yamhill CCO other than as expressly provided for in this Agreement. Nothing in this Agreement is intended to alter or modify the duties, obligations, responsibilities, rights and privileges of Yamhill CCO as a CCO. Without limiting the foregoing and pursuant to the CCO Contract, Yamhill CCO expressly reserves to itself oversight and monitoring of Quality Improvement activities and adjudication of final appeals in its Member grievance and appeal process.

The Delegated Functions set forth in this Agreement shall Create Obligations for YCHHS only as to those Members Assigned to YCHHS by Yamhill CCO.

Part 2—Benefits and Covered Services

1. **Covered Services.** Yamhill CCO hereby delegates to YCHHS and YCHHS hereby accepts delegation of, and agrees to provide for the provision of and pay for, Mental Health and Substance Use Disorder Services that are Covered Services, as defined in Exhibit B, Part 2, Section 4, Subsections b, h, i, j, k, l, m, n, o, p, q and r, of the CCO Contract, for Members assigned by Yamhill CCO to YCHHS, during the Term and, in addition, shall perform the duties specified in Exhibit B of this Agreement. Subject to YCHHS’s Enrollment Limit and Service Area, YCHHS expressly assumes the duties, obligations, rights and privileges applicable to “Contractor” as described in the designated exhibits, parts and sections of the CCO Contract, as they relate to providing Mental Health and Substance Use Disorder Services that are Covered Services.
2. **Benefit Packages of Covered Services.** Exhibit B, Part 2, Section 1 of the CCO Contract shall be delegated to YCHHS, as it applies to the provision of Mental Health and

Substance Use Disorder Services that are Covered Services for Members assigned by Yamhill CCO to YCHHS.

3. **Provision of Covered Services.** Exhibit B, Part 2, Section 2 of the CCO Contract shall be delegated to YCHHS as it applies to the provision of Mental Health and Substance Use Disorder Services that are Covered Services for Members assigned by Yamhill CCO to YCHHS.

4. **Authorization or Denial of Covered Services.** Exhibit B, Part 2, Section 3 of the CCO Contract shall be delegated to YCHHS, as it applies to the provision of Mental Health and Substance Use Disorder Services that are Covered Services for Members assigned by Yamhill CCO to YCHHS.

5. **Services Coordination for Non-Covered Health Services.** YCHHS shall cooperate with Yamhill CCO in assisting Members in gaining access to health services not covered under the CCO Payment all as provided under Exhibit B, Part 2, Section 6 of the CCO Contract, as it applies to the provision of Mental Health and Substance Use Disorder Services that are Covered Services. YCHHS will not be financially responsible for these non-covered health services that are part of the Physical and Oral Health activities under the CCO Contract with OHA.

6. **Covered Service Components.** The following subsections only of Exhibit B, Part 2, Section 4, of the CCO Contract shall be delegated to YCHHS, as they apply to the provision of Mental Health and Substance Use Disorder Services that are Covered Services for Members assigned by Yamhill CCO to YCHHS:

- b. Crisis, Urgent and Emergency Services for Mental Health;
- h. Mental Health Conditions that may Result in Involuntary Psychiatric Care
- i. Covered Services for Members and Long Term Psychiatric Care
- j. Acute Inpatient Hospital Psychiatric Care
- k. Adult Mental Health
- l. Children and Youth Mental Health
- m. Wraparound Services
- n. Health-Related Services
- o. Substance Use Disorders
- p. MOTS Reporting
- q. Medication Management
- r. Intensive Case Management (Mental Health Case Management services only)

Part 3—Patient Rights and Responsibilities, Engagement and Choice

1. **Member and Member Representative Engagement and Activation.** Exhibit B, Part 3, Section 1 of the CCO Contract shall be delegated to YCHHS, as it applies to the provision of Mental Health and Substance Use Disorder Services that are Covered Services.

2. **Member Rights under Medicaid.** Exhibit B, Part 3, Section 2 shall be delegated to YCHHS, as it applies to Mental Health and Substance Abuse Disorder Services that are Covered Services.

3. **Provider's Opinion.** Exhibit B, Part 3, Section 3 of the CCO Contract shall be delegated to YCHHS, as it applies to Mental Health and Substance Use Disorder Services that are Covered Services.

4. **Informational Materials.** Yamhill CCO shall develop and provide written informational materials and educational programs, in accordance with the requirements of Exhibit B, Part 3, Section 4 of the CCO Contract, to help Members and Potential Members understand the requirements and benefits of coordinated and integrated care. YCHHS shall assist Yamhill CCO in the development of the content of such written informational materials and educational programs, as they apply (directly or indirectly) to the provision of Mental Health and Substance Use Disorder Services that are Covered Services, in accordance with applicable policies and procedures adopted by Yamhill CCO.

5. **Grievance System.** Subject to Yamhill CCO's reservation of authority over final adjudication of grievances and appeals, and subject to Yamhill CCO's regular oversight activities, YCHHS and its direct in-network providers, shall have a process for collecting and responding to Member grievances, supported with written procedures, for Members that includes a grievance process, appeal process and access to Contested Case Hearings. Yamhill CCO shall provide written instruction to YCHHS as to what is expected for coordination between the parties in order to fully comply with regulatory functions and work flows related to all health system partners in the Yamhill CCO network in order to create alignment across the delivery system. YCHHS shall provide Yamhill CCO with copies of its grievance process, as reasonably requested, for Yamhill CCO's delegation oversight activities, or in order for Yamhill CCO to respond to the OHA in its oversight capacity. YCHHS agrees to participate in the integrated grievance process administered by Yamhill CCO or its delegated Administrative Services Organization. See Exhibit I of the CCO Contract for Grievance System responsibilities that are held at Yamhill CCO.

6. **Enrollment, Assignment and Disenrollment**

a. **Assignment.** Once a Member is enrolled with Yamhill CCO, assignment is the process by which Yamhill CCO assigns Member(s) to YCHHS. YCHHS shall provide Mental Health and Substance Use Disorders Services that are Covered Services to Members as required by the terms and conditions of this Agreement as of the effective date of the Member's assignment with YCHHS. An individual becomes an assigned Member of YCHHS for purposes of this Agreement as of the eligibility date of the Member when Yamhill CCO assigns the individual to YCHHS.

(1) **Initial Assignment.** Upon the Effective Date of this Agreement, Yamhill CCO shall assign to YCHHS all of the Members who were enrolled with YCHHS one day prior to the Effective Date. YCHHS shall accept assignment, without restriction, the initial population

of Members assigned by Yamhill CCO from YCHHS's Service Area to provide Mental Health and Substance Use Disorders Services that are Covered Services as required by the terms and conditions of this Agreement, unless YCHHS's enrollment becomes closed as described under Paragraph 6(a)(3) below.

(2) **Open Enrollment.** YCHHS shall have an open enrollment policy at all times, during which YCHHS shall accept assignment, without restriction, all eligible Members assigned by Yamhill CCO from YCHHS's Service Area to provide Mental Health and Substance Use Disorders Services that are Covered Services as required by the terms and conditions of this Agreement in the order in which they are assigned to YCHHS by Yamhill CCO, unless YCHHS's enrollment becomes closed as described under Paragraph 6(a)(3) below.

(3) **Closed Enrollment.** New Member enrollment may be denied by YCHHS: (i) if the total number of Members enrolled with YCHHS reaches 120% of YCHHS's Enrollment Limit as defined solely by YCHHS; (ii) for any other reason mutually agreed to by Yamhill CCO and YCHHS, in writing; (iii) as otherwise authorized under this Agreement; or (iv) as otherwise authorized under OAR 410-141-3060. If YCHHS permissibly closes enrollment pursuant to this Agreement, YCHHS shall immediately notify Yamhill CCO.

(4) **Enrollment Discrimination.** YCHHS shall not discriminate against individuals eligible to enroll or be assigned to YCHHS on the basis of health status, the need for health services, race, color, or national origin, and shall not use any policy or practice that has the effect of discriminating on the basis of race, color, national origin, religion, sex, sexual orientation, marital status, age or disability.

(5) **Enrollment Errors.** If Yamhill CCO assigns a Member to YCHHS in error, and the erroneously assigned Member has not received services from YCHHS, Yamhill CCO may retroactively disenroll the Member from YCHHS and enroll the Member with the appropriate entity up to 60 days from the date of the erroneous enrollment, and the Compensation paid to YCHHS shall be adjusted accordingly.

(6) **Ongoing Enrollment.** Following the initial enrollment of Members pursuant to 6(a)(1) above, Yamhill CCO generally assigns Members to YCHHS pursuant to this Agreement.

b. Disenrollment

(1) A Member shall no longer be assigned to YCHHS for purposes of this Agreement as of the effective date of the Member's disenrollment from Yamhill CCO, as described in Section 6(b)(4) below. As of that date, YCHHS is no longer required to provide Covered Services to such Members under the terms and conditions of this Agreement.

(2) Yamhill CCO may disenroll a Member from YCHHS for any reason described in the CCO Contract, Exhibit B, Part 3, Section 6(b), Section 6(b)(6) excepted.

(3) YCHHS shall not request disenrollment of any Member for reasons described in the CCO Contract, Exhibit B, Part 3, Section 6(b)(6)

(4) The effective date of Disenrollment shall be the first day of the month following the date of delivery of notice from Yamhill CCO to YCHHS of the Member's Disenrollment.

(5) If Yamhill CCO disenrolls a Member retroactively, Yamhill CCO may recoup any Compensation received by YCHHS after the effective date of disenrollment if Yamhill CCO provides notification to YCHHS via enrollment file of the decision to disenroll a Member and seek recoup of any Compensation. If the disenrolled Member was otherwise eligible for benefits under OHA, services the Member received during the period of the retroactive disenrollment may be eligible for fee-for-service payment under OHA rules.

c. Member Benefit Package Changes. Yamhill CCO or its delegated entity shall provide to YCHHS the Weekly and Monthly Enrollment file (as described in the CCO Contract, Exhibit B, Part 3, Section 6(c)) to identify the current eligibility status of YCHHS's assigned membership.

d. Enrollment Reconciliation. Yamhill CCO and YCHHS shall reconcile on a monthly basis the Weekly and Monthly Enrollment file described above with the membership assigned to YCHHS. If there are any discrepancies, YCHHS shall cooperate and assist Yamhill CCO to prepare and submit any forms required under the CCO Contract, Exhibit B, Part 3, Section 6(d) to correct the errors.

7. Identification Cards. Yamhill CCO shall provide to Yamhill CCO Members ID cards, as described in Exhibit B, Part 3, Section 7 of the CCO Contract. The ID card will include the Member's YCHHS assignment and YCHHS contact information. In the event that YCHHS becomes aware of inaccurate YCHHS assignment or contact information, YCHHS will notify Yamhill CCO immediately and provide updated information for the ID card.

8. Marketing.

a. YCHHS shall not initiate contact or market independently to Potential Members, directly or through any agent or independent contractor, in an attempt to influence an individual's potential enrollment with YCHHS or Yamhill CCO without express written consent of Yamhill CCO. YCHHS may not conduct, directly or indirectly, door-to-door, telephonic, mail, electronic, or other Cold Call Marketing practices to entice the individuals to enroll with YCHHS or Yamhill CCO. YCHHS shall not seek to influence an individual's enrollment in conjunction with the sale of any other insurance. In addition, Subcontractor shall ensure that Potential Members are not intentionally misled about their options by Subcontractor's staff, activities or materials. Subcontractor's materials may not contain inaccurate, false, confusing or misleading information.

b. YCHHS shall provide Yamhill CCO, so that it may provide to OHA, for approval prior to use, the form and content of all materials that reference benefits or coverage and Marketing Materials, as outlined in Exhibit B, Part 3, Section 8(f,g) of the CCO Contract.

Messages strictly for the purpose of health promotion, health education or outreach distributed to YCHHS's existing Members do not require prior approval from Yamhill CCO or OHA. Yamhill CCO acknowledges that YCHHS is a public entity which is required to provide factual information to its members, consumers, family advocates and other members of the general public. Further, Yamhill CCO has reviewed the YCHHS website and understands that routine program and service descriptions will be provided to the public and this is not in violation of the Marketing Materials section as outlined in Exhibit B, Part 3, Section 8(f) of the CCO Contract.

Part 4—Providers and Delivery System

1. Integration and Coordination.

a. YCHHS shall support and assist the Yamhill CCO to develop, support, promote and implement Yamhill CCO's efforts to integrate and coordinate care among providers to create a continuum of care that integrates mental health, addiction treatment, oral health, physical health and community based interventions seamlessly and holistically.

b. YCHHS shall support and assist Yamhill CCO in the development and implementation of integration and coordination activities including but not limited to the following in support of this arrangement:

(1) Enhanced communication and coordination between Yamhill CCO, Mental Health care organizations, health providers, mental health, providers of all types, including Substance Use Disorders Providers, and community service organizations;

(2) Implementation of integrated Prevention, Early Intervention, and wellness activities;

(3) Development of infrastructure support for sharing information, coordinating care and monitoring results;

(4) Use of screening tools, treatment standards and guidelines that support integration; and

(5) Support of a shared culture of integration among all the CCO's participating providers.

2. Access to Care. Exhibit B, Part 4, Section 2 shall be delegated to YCHHS, as it applies to the provision of Mental Health and Substance Use Disorders Services that are Covered Services.

3. Delivery System and Provider Capacity.

a. Delivery System Capacity

(1) YCHHS shall maintain and monitor Participating Providers, supported with written agreements (as specified in Exhibit D, Section 18 and Exhibit B, Part 4, Section 10 of the CCO Contract), and that collectively have sufficient capacity and expertise to provide adequate, timely and appropriate access to Mental Health and Substance Use Disorders Covered Services, as required by this Agreement and OHA rules, to Members across the age span from child to older adult, including Members who are Fully Dual Eligible. In establishing and maintaining the Participating Provider Panel, YCHHS shall consider, at a minimum, the following:

(a) An appropriate range of preventive and specialty services for the population enrolled or expected to be enrolled in the YCHHS Service Area;

(b) The expected utilization of Mental Health and Substance Use Disorders Services, taking into consideration the characteristics and Behavioral Health care needs of Members;

(c) The number and types (in terms of training, experience, and specialization) of Providers required to provide services under this Agreement;

(d) The geographical location of Participating Providers and Members considering distance, travel time, the means of transportation ordinarily used by Members and whether the location provides physical access for Members with disabilities;

(e) That Participating Providers are sufficient in numbers and areas of practice and geographically distributed in a manner that the Mental Health and Substance Use Disorders Services that are Covered Services provided under this Agreement are reasonably accessible to Members;

(f) The number of Providers who are not accepting new Members; and

(g) Yamhill CCO's approach to integrated care and care coordination.

(2) YCHHS shall complete relevant portions and submit to Yamhill CCO an initial Delivery System Network (DSN) report as described in Exhibit G, Section 1 of the CCO Contract. Yamhill CCO will retain final review and approval, as well as responsibility for any Yamhill CCO contracted services for intensive services, residential or other acute care contracts for Mental Health and Substance Use Disorders services. A copy of an Exhibit K Provider Capacity Report that was submitted to and accepted by the OHA any time in the previous nine (9) months will be accepted for the initial DSN report. YCHHS shall also complete and submit updates of the DSN report to Yamhill CCO as soon as reasonably possible following any Material Change in YCHHS's operations that could affect adequacy of capacity and services.

YCHHS shall submit a DSN report annually, as described in Exhibit G, Section 1 of this Agreement.

(3) YCHHS shall allow each Member to choose a Provider within YCHHS's Provider Network to the extent possible and appropriate based on the level of care placement system that will be used across the entire network, as well as medical necessity and acuity of any illness so that Members are linked to appropriate care.

(4) YCHHS shall identify training needs of its Provider Network and shall address such needs to improve the ability of the Provider Network to deliver Covered Services to Members. Yamhill CCO may assist in identification of training needs through the Quality Improvement functions held at Yamhill CCO, as well as sponsor network training activities, as long as both Yamhill CCO and YCHHS are mutually agreeable to the training plans and any shared expenses.

(5) If YCHHS is unable to provide necessary Covered Services that are culturally and linguistically and appropriate Mental Health or Substance Use Disorders to a particular Member within its Provider Panel, YCHHS shall adequately and timely cover these services out of network for the Member, for as long as YCHHS is unable to provide them. Non-Participating Providers must coordinate with YCHHS with respect to payment. YCHHS shall participate in Yamhill CCO's and OHA's efforts to promote the delivery of services in a Culturally Competent manner to Members, including those with limited English proficiency and diverse cultural and ethnic backgrounds. YCHHS shall ensure that cost to Member is no greater than it would be if the services were provided within the Provider Panel.

b. **Provider Selection.** YCHHS shall establish written policies and procedures which comply with the CCO Contract rule for credentialing and re-credentialing, OAR 410-141-3120, and the requirements specified in 42 CFR 438.214, which include selection and retention of Providers, credentialing and re-credentialing requirements, and nondiscrimination.

(1) In establishing and maintaining its network, YCHHS shall:

(a) Use Provider selection policies and procedures, in accordance with 42 CFR 438.12 and 42 CFR 438.214, that do not discriminate against particular Providers that serve high-risk populations or specialize in conditions that require costly treatment. If YCHHS declines to include individual or groups of Providers in its Provider Network, it must give the affected Providers written notice of the reason for its decision; and

(b) Assure that Certified Traditional Health Workers, who may be employed by YCHHS or subcontractors, have met the requirements for background checks as described in OAR 410-180-0326.

4. Delivery System Features.

a. Patient-Centered Primary Care

(1) YCHHS shall require its Participating Providers to communicate and coordinate care with the PCPCH in a timely manner. When technologically available and feasible, YCHHS shall encourage providers to use electronic health information.

b. Delivery System Dependencies. Intensive Care Coordination for Special Health Members. Exhibit B, Part 4, Section 5(b) of the CCO Contract shall be delegated to YCHHS, as it applies to the provision of Mental Health and Substance Use Disorders Services that are Covered Services. The term "Case Management Services" used in Exhibit B, Part 4, Section 5(b) of the CCO Contract shall be replaced with "Mental Health and Substance Use Disorders Case Management Services."

5. Evidence-Based Clinical Practice Guidelines. YCHHS shall develop and adopt evidence-based clinical practice guidelines for Mental Health and Substance Use Disorders Services consistent with Exhibit B, Part 4, Section 6 of the CCO Contract. In addition, YCHHS shall participate in CAP activities to develop, support and implement the spread of evidence-based clinical practice guidelines adopted by Yamhill CCO.

6. Health Promotion and Prevention. YCHHS shall participate in Yamhill CCO's development of and assistance with implementing and delivering to Members policies or practices that adhere to Exhibit B, Part 4, Section 7 of the CCO Contract with respect to Mental Health and Substance Use Disorders Services.

7. Subcontract Requirements. The parties acknowledge that some of YCHHS's duties and obligations hereunder may be performed by one or more subcontractors of YCHHS. To the extent YCHHS contracts with other entities to perform any of the duties and obligations hereunder, YCHHS shall ensure that any such subcontract contains all provisions required by applicable law, is consistent with the terms of this Agreement and Exhibit B, Part 4, Section 10 of the CCO Contract. The only exceptions are noted as those related to compliance and credentialing activities and functions that Yamhill CCO will be providing internally or with another administrative contract with another party. Notwithstanding the foregoing, YCHHS shall remain ultimately responsible for fulfilling and performing the Delegated Functions hereunder. YCHHS shall timely pay all subcontractors amounts owing when due. Yamhill CCO acknowledges and agrees that YCHHS has existing contracts with YCHHS Providers that may need to be updated based on the terms of this Agreement. Yamhill CCO agrees to grant YCHHS a period of 12 months after the Effective Date of this Agreement to update its provider contracts so as to reflect the terms of this Agreement.

8. Adjustments in Service Area or Enrollment

a. Enrollment Decrease. If YCHHS reasonably anticipates experiencing a reduction in its network or capacity due to: (i) the occurrence of a Material Change or other significant change; (ii) engaging in the termination or loss of Participating Providers; or (iii)

decreased access in YCHHS's Service Area, YCHHS shall notify Yamhill CCO at least 120 days, or as soon as reasonably practicable, prior to the date of such anticipated loss or reduction.

(1) In such an event, YCHHS shall cooperate with and assist Yamhill CCO to develop a written plan for removing or reassigning the Members, and to cooperate and assist in the preparation of any written reports required by the CCO Contract or the OHA related to the removal or reassignment. If Yamhill CCO must notify affected Members of the change, YCHHS shall provide Yamhill CCO with the name, phone number, and at least one address label for each of the affected Members not less than 45 days prior to the effective Disenrollment date.

(2) YCHHS shall remain responsible for maintaining sufficient capacity and solvency, and providing Covered Services through such 120-day period, without limitation, for all Members for which YCHHS received Compensation.

(3) If YCHHS cannot demonstrate sufficient capacity to provide Covered Services to Members during such 120-day period, Yamhill CCO may seek other avenues to provide Covered Services to Members, including, but not limited to, reassigning Members to another Mental Health and Substance Use Disorders Services provider.

Yamhill CCO will hold the Agreement for Mental Health and Substance Use Disorders encounter data and claims management activities with a third party administrator (TPA). YCHHS and its subcontractors will participate in any necessary reconciliation process as a provider of Mental Health and Substance Use Disorders Services to ensure valid encounter data is received by Yamhill CCO or its TPA.

Part 5—Health Equity and Elimination of Health Disparities. YCHHS shall cooperate with and assist Yamhill CCO to fulfill its obligations under the CCO Contract, Exhibit B, Part 5 titled "Health Equity and Elimination Health Disparities" as it relates to Mental Health and Substance Use Disorders Services that are Covered Services. Specifically, YCHHS shall assist Yamhill CCO to track and report on any quality performance improvements and outcome measures by demographic factors and develop, implement, and evaluate and implement strategies to improve health equity and address health disparities as they relate to Mental Health and Substance Use Disorders Services that are Covered Services.

Part 6—Value-Based Payment. YCHHS shall cooperate and assist Yamhill CCO to fulfill its obligations under the CCO Contract, Exhibit B, Part 6 titled "Value-Based Payment." YCHHS shall support and assist Yamhill CCO to use Value-based payment methodologies alone or in combination with delivery system changes to achieve better care, controlled costs and better health for Members.

Part 7—Health Information Systems

1. Exhibit B, Part 7 of the CCO Contract shall be delegated to YCHHS, as it relates to Mental Health and Substance Use Disorders Services that are Covered Services. YCHHS shall implement, to the extent feasible, all policies and procedures adopted by Yamhill CCO related to health information systems.

Part 8—Operations

1. Accountability and Transparency of Operations

a. Exhibit B, Part 8, Section 1 of the CCO Contract shall be delegated to YCHHS, Sections 1(c) 1(f) 1(g) and 1 (i) excepted.

b. YCHHS shall assist Yamhill CCO with the development of and distribution to Members assigned to YCHHS survey instruments and participate in other evaluation procedures described in the CCO Contract, Exhibit B, Part 8, Section 1, Subsection c.

c. Yamhill CCO may review YCHHS's internal policies and procedures on an annual basis.

d. YCHHS shall make best efforts to submit timely, accurate and complete reports, to the extent feasible, to Yamhill CCO as Yamhill CCO may reasonably request from YCHHS in writing.

2. Privacy, Security and Retention of Records. Exhibit B, Part 8, Section 2 of the CCO Contract shall be delegated to YCHHS as it relates to Mental Health and Substance Use Disorders Services that are Covered Services. Yamhill CCO understands that information prepared, owned, used or retained by YCHHS is subject to the Public Records Law, ORS 192.410 et. seq.

3. Payment Procedures. Exhibit B, Part 8, Section 3 of the CCO Contract shall be delegated to YCHHS, as it relates to Mental Health and Substance Use Disorders Services that are Covered Services; Section 3, Subsections (d) and (e) excepted. YCHHS shall notify Yamhill CCO immediately upon identification of any known or suspected overpayment to YCHHS.

4. Claims Payment. Exhibit B, Part 8, Section 4 of the CCO Contract shall be delegated to YCHHS, as it relates to Mental Health Services that are Covered Services; Section 4 (c), (d) and (f) excepted. YCHHS shall pay claims from Indian Health Care Providers for Covered Services provided to any American Indian/Alaska Native (AI/AN) Member assigned to YCHHS who is eligible to receive services from such providers, in accordance with the following:

a. If YCHHS has executed a subcontractor arrangement with an Indian Health Care Provider in accordance with Exhibit B, Part 4, Section 10 of this Agreement, YCHHS shall pay claims of such Indian Health Care Provider in accordance with the terms and conditions of that specific subcontract.

b. If YCHHS has not executed a subcontractor arrangement with the Indian Health Care Provider that furnished Covered Services to the AI/AN Member assigned to YCHHS, and YCHHS does not have its own policy of paying claims to Indian Health Care Providers, YCHHS shall work with Yamhill CCO to establish and implement a process by which any claims

received from an Indian Health Care Provider that furnished Covered Services to an AI/AN Member assigned to YCHHS are sent directly to Yamhill CCO for processing and payment.

5. Encounter Data. YCHHS shall cooperate with and assist Yamhill CCO to fulfill its obligations under the CCO Contract, Exhibit B, Part 8, Sections 7 through 10 entitled "Encounter Claims Data, Encounter Claims Data (Non-Pharmacy), Encounter Pharmacy Data and Administrative Performance Program" respectively as it applies to Mental Health and Substance Use Disorders Services that are Covered Services. Specifically, YCHHS via Yamhill CCO's TPA shall provide to Yamhill CCO valid Encounter Data and other necessary reports and information referenced in Exhibit B, Part 8, Sections 7 through 10 of the CCO Contract in the time, manner and form directed by Yamhill CCO.

6. Third Party Liability and Personal Injury Liens. Yamhill CCO and YCHHS shall work together to develop a mutually agreeable system to ensure that Mental Health and Substance Use Disorders Services rendered that are eligible for payment by a third party are appropriately identified and processed, pursuant to existing regulations and the CCO Contract.

7. All Payers All Claims ("APAC") Reporting Program. YCHHS via Yamhill CCO's TPA shall cooperate with and assist Yamhill CCO in its participation in the APAC reporting system established under ORS 442.464 and 442.466 as is required of the Yamhill CCO for reporting of Mental Health and Substance Use Disorders Services that are Covered Services. Encounter Data submitted pursuant to Section 5 above will meet the Yamhill CCO's APAC reporting requirements, as they apply to Mental Health and Substance Use Disorders Services that are Covered Services reportable to the APAC database. So for the purposes of this APAC section, there will not be any additional reporting requirements beyond that which is required for Encounter Data.

8. Prevention/Detection of Fraud and Abuse. Pursuant to Exhibit B, Part 8, Section 14 of the CCO Contract this is not delegated and will remain a function of Yamhill CCO or its management services entities.

9. Abuse Reporting and Protective Services. Exhibit B, Part 8, Section 15 of the CCO Contract shall be delegated to YCHHS.

10. Credentialing. YCHHS shall cooperate and assist Yamhill CCO or its management services entities, in the compliance with and execution of its credentialing process. If Participating Providers are not required to be licensed or certified by a State of Oregon board or licensing agency, YCHHS shall document, certify and report to Yamhill CCO, the date that the person's education, experience, competence, and supervision are adequate to permit the person to perform his or her specific assigned duties.

11. Subrogation. YCHHS shall subrogate to Yamhill CCO and OHA any and all claims pursuant to this Agreement as it pertains to Mental Health and Substance Use Disorders Services.

Part 9—Quality, Transformation, Performance Outcomes and Accountability

1. Transformation and Quality Strategy Requirements. YCHHS shall assist and cooperate with Yamhill CCO in the development and implementation of a Quality Assurance and Performance Improvement Program, as required in the CCO Contract, Exhibit B, Part 9, Sections 2, 4, 5 & 6 as they pertain to Mental Health and Substance Use Disorders Services. YCHHS shall implement the quality assurance and performance improvement measures that are mutually developed by Yamhill CCO and YCHHS as part of Yamhill CCO's Quality Assurance and Performance Improvement Program as it pertains to Mental Health and Substance Use Disorders Services.

2. Quality and Performance Outcomes. As required by Health System Transformation and the CCO Contract, YCHHS shall assist and cooperate with Yamhill CCO in the development and implementation of a system that, in accordance with schedules established for performance measures, must:

a. Measure and report to Yamhill CCO performance, using standard measures required by OHA; and

b. Submit data, as specified by OHA, or as reasonably requested by Yamhill CCO, that enables Yamhill CCO to measure YCHHS's performance, based on the metrics established by the OHA Metrics and Scoring Committee as it relates to Mental Health and Substance Use Disorders Services, and enables the OHA to measure Yamhill CCO's overall performance.

3. Performance Measurement and Reporting Requirements. YCHHS shall plan for and implement the necessary organizational infrastructure to report on and address performance standards established by OHA for the CCO Contract, as provided in the Exhibit B, Part 9, Section 8 of the CCO Contract, and adopted by the OHA's Metrics and Scoring Committee, as they apply to Mental Health and Substance Use Disorders Services metrics and reporting.

4. Performance Improvement Projects. To the extent that they apply to Mental Health and Substance Use Disorders Services, YCHHS shall assist and cooperate with Yamhill CCO in the development and implementation of ongoing performance improvement projects ("**PIPs**") that Yamhill CCO designs to achieve, through ongoing measurements and intervention, significant improvement, sustained over time, in clinical and non-clinical areas that are expected to have favorable effect on health outcomes and Member satisfaction.

5. External Quality Review. YCHHS shall, and shall require its subcontractors and Participating Providers, to cooperate with Yamhill CCO and OHA by providing access to records and facilities for the purpose of an annual external, independent professional review of the quality outcomes and timeliness of, and access to Covered Services furnished under this Agreement, pursuant to CCO Contract Exhibit B, Part 9, Section 11.

6. Monitoring and Compliance Review

a. Subject to Section 6.2.2 of the Agreement, upon Yamhill CCO's identification of YCHHS performance issues, indications that quality, access or expenditure management goals are being compromised, deficiencies, or issues that affect Member rights or health, or any other material breach of this Agreement, YCHHS shall cooperate with Yamhill CCO in developing and implementing, within 30 days, a plan to remediate the identified issue(s) and establish care improvements. Such remediation could include additional analysis of underlying data and gathering supplementary data to identify causes and trends, followed closely by interventions that are targeted to improve outcomes in the problem areas defined.

b. If the interventions undertaken in subparagraph (a) of this section do not result in improved performance in identified areas of concern within 90 days, Yamhill CCO may require YCHHS to intensify the rapid cycle improvement process. Subsequent actions may include Corrective Action Plans.

c. The actions in this section are in addition to any other rights Yamhill CCO may have under the Agreement, at law, or in equity.

Exhibit B – Part 9 – Statement of Work – Attachment 1 – Quality Baselines.

Yamhill CCO and YCHHS agree to amend this section of the Agreement when OHA implements quality metrics for Mental Health and Substance Use Disorders Services established by the OHA Metrics Committee. Based on the requirements set by OHP, both parties shall mutually determine how to define, implement, and measure the OHA required quality metrics that affect Mental Health and Substance Use Disorders Services.

Pay for performance (P4P). YCHHS will participate in Yamhill CCO's pay for performance (P4P) quality pool measures as determined by Yamhill CCO's Board and P4P committee recommendations with discussion and input from subcontractor. The P4P available under this Agreement is dependent on funds passed through CCO Contract #143124 to Yamhill CCO and then onto YCHHS, as well as the degree to which prior year metrics are satisfied. Yearly amounts will vary and payouts will follow the logic model attached as Appendix A under "distribution model". The next available payout will be during calendar year 2018 for measures achieved in 2017. YCHHS agrees to target services and delivery system improvements, as it pertains to mental health and substance use disorder services, towards P4P measures established in calendar year 2018 to be paid out in 2019."

Attachment 2

"EXHIBIT C CCO Contract Provisions Applicable to Subcontractors

Contractor: Yamhill County Care Organization, Inc.

SubContractor: Yamhill County Health and Human Services Department

Contractor has entered into a Health Plan Services Contract, Coordinated Care Organization Contract with the State of Oregon, acting by and through its Oregon Health Authority ("OHA"), to provide and pay for Coordinated Care Services (the "CCO Contract"). The CCO Contract requires that the provisions in this Exhibit be included in any subcontracts and contracts with Participating Providers. This Exhibit is incorporated by reference into and made part of the Mental Health and Substance Use Disorders Services Delegation Agreement (the "Agreement") with respect to goods and services rendered under the Agreement by YCHHS (the "Subcontractor") to enrollees of Contractor who are enrolled in the Oregon Health Plan Medicaid managed care program ("Members"). In the event of a conflict or inconsistency with any term or condition in the Agreement, this Exhibit shall control. For ease of reference, the applicable CCO Contract provision is referenced in brackets below.

Subcontractor shall comply with the provisions in this Exhibit to the extent that they are applicable to the goods and services provided by Subcontractor under the Agreement; provided, however, that the Agreement shall not terminate or limit Contractor's legal responsibilities to OHA for the timely and effective performance of Contractor's duties and responsibilities under the CCO Contract. Capitalized terms used in this Exhibit, but not otherwise defined in the Agreement shall have the same meaning as those terms in the CCO Contract, including definitions incorporated therein by reference.

1. OHA. To the extent any provision in the CCO Contract applies to Contractor with respect to the Work Contractor is providing to OHA through the Agreement, that provision shall be incorporated by reference into the Agreement and shall apply equally to Subcontractor.

2. Termination for Cause. In addition to pursuing any other remedies allowed at law or in equity or by the Agreement, the Agreement may be terminated by Contractor, or Contractor may impose other sanctions against Subcontractor, if the Subcontractor's performance is inadequate to meet the requirements of the CCO Contract. [Exhibit B Part 4, Paragraph 10].

3. Monitoring.

3.1. *By Contractor*. Contractor will monitor the Subcontractor's performance on an ongoing basis and perform at least once a year a formal review of compliance with

delegated responsibilities and Subcontractor's performance, deficiencies or areas for improvement, in accordance with 42 CFR 438.230. Upon identification of deficiencies or areas for improvement, Subcontractor shall take the Corrective Action identified by Contractor. [Exhibit B, Part 4, Paragraph 10(a)(8)].

3.2. By OHA. Subcontractor agrees that OHA is authorized to monitor compliance with the requirements in the Statement of Work under the CCO Contract and that methods of monitoring compliance may include review of documents submitted by Subcontractor, CCO Contract performance review, Grievances, on-site review of documentation or any other source of relevant information. Subcontractor shall cooperate in making records and facilities available for such review. [Exhibit D, Paragraph 32]

4. Federal Medicaid Managed Care. Subcontractor shall comply with the requirements of 42 CFR §438.6 that are applicable to the Work required under the Agreement. [Exhibit B Part 4, Paragraph 10].

5. Hold Harmless. Subcontractor shall not hold OHA nor a Member receiving services liable for any costs or charges related to Contractor-authorized Covered Services rendered to a Member whether in an emergency or otherwise. Furthermore, Subcontractor shall not hold a Member liable for any payments for any of the following: (a) Contractor's or Subcontractor's debt due to Contractor's or Subcontractor's insolvency; (b) Coordinated Care Services authorized or required to be provided under the CCO Contract and the Agreement to a Member, for which (i) OHA does not pay Contractor; or (ii) Contractor does not pay Subcontractor for Covered Services rendered to a Member as set forth in the Agreement; and (c) Covered Services furnished pursuant to the Agreement to the extent that those payments are in excess of the amount that the Member would owe if Contractor provided the services directly. Subcontractor may not initiate or maintain a civil action against a Member to collect any amounts owed by the Contractor for which the Member is not liable to the Subcontractor under the Agreement. Nothing in this paragraph 5 shall impair the right of the Subcontractor to charge, collect from, attempt to collect from or maintain a civil action against a Member for any of the following: (a) deductible, copayment, or coinsurance amounts, (b) health services not covered by the Contractor or the CCO Contract, and (c) health services rendered after the termination of the Agreement, unless the health services were rendered during the confinement in an inpatient facility and the confinement began prior to the date of termination of the Agreement or unless the Subcontractor has assumed post-termination treatment obligations under the Agreement. [Exhibit B, Part 8, Paragraph 3].

6. Continuation. Subcontractor shall continue to provide Covered Services during periods of Contractor insolvency or cessation of operations through the period for which CCO Payments were made to Contractor.

7. Billing and Payment. Subcontractor shall not bill Members for services that are not covered under the CCO Contract unless there is a full written disclosure or waiver on file signed by the Member, in advance of the service being provided, in accordance with OAR 410-141-0420. [Exhibit B Part 4, Paragraph 10].

8. Reports. Subcontractor shall provide timely access to records and facilities and cooperate with OHA in collection of information through consumer surveys, on-site reviews, medical chart reviews, financial reporting and financial record reviews, interviews with staff, and other information for the purposes of monitoring compliance with the CCO Contract, including but not limited to verification of services actually provided, and for developing and monitoring performance and outcomes. [Exhibit B, Part 8, Paragraph 1(b)].

9. Quality Improvement. In conformance with 42 CFR 438 Subpart E, Subcontractor shall cooperate with OHA by providing access to records and facilities for the purpose of an annual, external, independent professional review of the quality outcomes and timeliness of, and access to, Services provided under the CCO Contract. [Exhibit B, Part 9, Paragraph 11(1).]

10. Access to Records. Subcontractor shall maintain all financial records related to the CCO Contract in accordance with generally accepted accounting principles or National Association of Insurance Commissioners accounting standards. In addition, Subcontractor shall maintain any other records, books, documents, papers, plans, records of shipment and payments and writings of Subcontractor, whether in paper, electronic or other form, that are pertinent to the CCO Contract (the "Records") in such a manner to clearly document Subcontractor's performance. Subcontractor shall provide timely and reasonable access to Records to: (a) OHA; (b) the Secretary of State's Office; (c) CMS; (d) the Comptroller General of the United States; (e) the Oregon Department of Justice Medicaid Fraud Control Unit; (g) Contractor and (h) all their duly authorized representatives, to perform examinations and audits, make excerpts and transcripts, and evaluate the quality, appropriateness and timeliness of services performed. Subcontractor shall, upon request and without charge, provide a suitable work area and copying capabilities to facilities for such a review or audit. Subcontractor shall retain and keep accessible all Records for the longer of: (a) six years following final payment and termination of the CCO Contract; (b) the period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or (c) until the conclusion of any audit, controversy or litigation arising out of or related to the CCO Contract. The rights of access in this paragraph 10 are not limited to the required retention period, but shall last as long as the Records are retained. [Exhibit D, Paragraph 13].

11. Clinical Records and Confidentiality of Member Records. Subcontractor shall comply with Contractor's policies and procedures that ensure maintenance of a record keeping system that includes maintaining the security of records as required by the Health Insurance Portability and Accountability Act, 42 USC 1320d et. seq., and the federal regulations implementing the Act ("HIPAA"), and complete Clinical Records that document the Coordinated Care Services received by the Members. Contractor shall regularly monitor

Subcontractor's compliance with these policies and procedures and Subcontractor shall be subject to and comply with any Corrective Action taken by Contractor that is necessary to ensure Subcontractor compliance. [Exhibit B, Part 8, Paragraph 2(a)].

12. Reporting of Abuse. Subcontractor shall comply with all patient abuse reporting requirements and fully cooperate with the State for purposes of ORS 124.060 et. seq., ORS 419B.010 et. seq., ORS 430.735 et. seq., ORS 441.630 et. seq., and all applicable Administrative Rules. In addition, Subcontractor shall comply with all protective services, investigation and reporting requirements described in OAR 943-045-0250 through 943-045-0370 and ORS 430.735 through 430.765. [Exhibit B, Part 8, Paragraph 15]

13. Fraud and Abuse. Subcontractor shall comply with Contractor's fraud and Abuse policies to prevent and detect fraud and Abuse activities as such activities relate to the OHP, and shall promptly refer all suspected cases of fraud and Abuse to the Contractor and the Medicaid Fraud Control Unit ("MFCU"). Subcontractor shall permit the MFCU or OHA or both to inspect, evaluate, or audit books, records, documents, files, accounts, and facilities maintained by or on behalf of Subcontractor, as required to investigate an incident of fraud and Abuse. Subcontractor shall cooperate with the MFCU and OHA investigator during any investigation of fraud and Abuse. Subcontractor shall provide copies of reports or other documentation regarding any suspected fraud at no cost to MFCU or OHA during an investigation. YCHHS shall report to Yamhill CCO and the MFCU an incident with any of the referral characteristics listed in Exhibit B, Part 8, Paragraph 14 Subsection c of the CCO Contract. YCHHS shall report to Yamhill CCO, the MFCU and OHA PAU any other incident found to have characteristics which indicate Fraud or Abuse which YCHHS has verified. YCHHS will comply with all patient abuse reporting requirements and fully cooperate with the State for purposes of ORS 124.060 et. seq., ORS 419B.010 et. seq., ORS 430.735 et. seq., ORS 441.630 et. seq., and all applicable Administrative Rules. [Exhibit B, Part 8, Paragraph 14].

14. Certification. Subcontractor certifies that all Claims data submissions by the Subcontractor, either directly or through a third party submitter, is and will be accurate, truthful and complete in accordance with OAR 410-141-3420 and OAR 410-120-1280.

15. Mental Health Services and Substance Use Disorder Services.

15.1. *Measures and Outcomes Tracking System Data.* If Subcontractor provides Mental Health Services and/or substance use disorders services, Subcontractor shall provide to AMH within 30 days of Member admission or discharge all the information required by AMH's most current publication of "Measures and Outcomes Tracking System." [Exhibit B, Part 2, Paragraph 4(p)].

15.2. *Community Services.* If Subcontractor provides substance use disorders services, Subcontractor shall provide to Members, to the extent of available community resources and as clinically indicated, information and referral to community services which may include, but are not limited to: child care; elder care; housing; transportation;

employment; vocational training; educational services; mental health services; financial services; and legal services.[Exhibit B, Part 2, Paragraph 6(o)(4)].

15.3. Training. Where Subcontractor provides substance use disorders services and evaluates Members for access to and length of stay in substance use disorders services, Subcontractor represents and warrants that it has the training and background in substance use disorders services and working knowledge of American Society of Addiction Medicine Patient Placement Criteria for the Treatment of Substance-Related Disorders, Second Edition-Revised (PPC-2R). [Exhibit B, Part 2, Paragraph 6(p)(2)].

16. State Provisions. Subcontractor shall comply with all State and local laws, rules, regulations, executive orders and ordinances applicable to the CCO Contract or to the performance of Work under the Agreement as they may be adopted, amended or repealed from time to time, including but not limited to the following: (a) ORS Chapter 659A.142; (b) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations; (c) OHA rules pertaining to the provision of integrated and coordinated care and services; OAR Chapter 410, Division 141; (d) all other OHA Rules in OAR Chapter 410, (e) rules in OAR Chapter 309, Divisions 012, 014, 015, 018, 019, 022, 032 and 040 pertaining to the provisions of mental health services; (f) rules in OAR Chapter 415 pertaining to the provision of Substance Use Disorders services; and (g) state law establishing requirements for Declaration for Mental Health Treatment in ORS 127.737. These laws, rules, regulations, executive orders and ordinances are incorporated by reference herein to the extent that they are applicable to the CCO Contract and required by law to be so incorporated. Subcontractor shall, to the maximum extent economically feasible in the performance of the Agreement pertinent to the OHP Contact, use recycled paper (as defined in ORS 279A.010(l)(gg)), recycled PETE products (as defined in ORS 279A.010(l)(hh)), and other recycled products (as "recycled products" is defined in ORS 279A.010(l)(ii)). [Exhibit D, Paragraph 2].

17. Americans with Disabilities Act. In compliance with the Americans with Disabilities Act of 1990, any written material that is generated and provided by Subcontractor under the CCO Contract to Members, including Medicaid-Eligible Individuals, shall, at the request of such individuals, be reproduced in alternate formats of communication, to include Braille, large print, audiotape, oral presentation, and electronic format. Subcontractor shall not be reimbursed for costs incurred in complying with this provision. [Exhibit D, Paragraph 2(b)].

18. Information/Privacy/Security/Access. If the items or services provided under the Agreement permits Subcontractor to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Contractor access to such OHA Information Assets or Network and Information Systems, Subcontractor shall comply with OAR 943-014-0300 through OAR 943-014-0320. [Exhibit D, Paragraph 14].

19. Governing Law, Consent to Jurisdiction. The CCO Contract 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 between the OHA (or any other agency or department of the State of Oregon) and Subcontractor that arises from or relates to the CCO Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be conducted solely and exclusively within the United States District Court of the District of Oregon. In no event shall this paragraph 19 be construed as a waiver of the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any claim whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise.

SUBCONTRACTOR, BY EXECUTION OF THE AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. (Exhibit D, Paragraph 1].

20. Independent Contractor.

20.1. *Not an Employee of the State.* Subcontractor represents and warrants that it is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise. [Exhibit D, Paragraph 3].

20.2. *Current Work for State or Federal Government.* If Subcontractor is currently performing work for the State of Oregon or the federal government, Subcontractor by signature to the Agreement represents and warrants that Subcontractor's Work to be performed under the Agreement creates no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Subcontractor currently performs work would prohibit Subcontractor's work under the Agreement or the CCO Contract. If compensation under the Agreement is to be charged against federal funds, Subcontractor certifies that it is not currently employed by the federal government. [Exhibit D, Paragraph 3]

20.3. *Taxes.* Subcontractor shall be responsible for all federal and State of Oregon taxes applicable to compensation paid to Subcontractor under the Agreement, and unless Subcontractor is subject to backup withholding, OHA and Contractor will not withhold from such compensation any amount to cover Subcontractor's federal or State tax obligations. Subcontractor shall not be eligible for any social security, unemployment insurance or workers' compensation benefits from compensation paid to Subcontractor under the Agreement, except as a self-employed individual. [Exhibit D, Paragraph 3]

20.4. *Control.* Subcontractor shall perform all Work as an independent contractor. Subcontractor understands that OHA reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product;

however, OHA may not and will not control the means or manner of Subcontractor's performance. Subcontractor is responsible for determining the appropriate means and manner of performing the Work delegated under the Agreement. [Exhibit D, Paragraph 3]

21. Representations and Warranties. Subcontractor represents and warrants to Contractor that: (a) Subcontractor has the power and authority to enter into and perform the Agreement; (b) the Agreement, when executed and delivered, shall be a valid and binding obligation of Subcontractor enforceable in accordance with its terms, (c) Subcontractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Subcontractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Subcontractor's industry, trade or profession; and (d) Subcontractor shall, at all times during the term of the Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and (5) Subcontractor prepared its application related to this Contract, if any, independently from all other applicants, and without collusion, fraud, or other dishonesty. The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided. [Exhibit D, Paragraph 4].

22. Assignment, Successor in Interest. Subcontractor shall not assign or transfer its interest in the Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or in any other matter, without prior written consent of Contractor. Any such assignment or transfer, if approved, is subject to such conditions and provisions as Contractor and OHA may deem necessary. No approval by Contractor of any assignment or transfer of interest shall be deemed to create any obligation of Contractor in addition to those set forth in the Agreement. The provisions of the Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

23. Subcontracts. Where Subcontractor is permitted to subcontract certain functions of the Agreement, Subcontractor shall notify Contractor, in writing, of any subcontract(s) for any of the delegated Work required by the CCO Contract other than information submitted in Exhibit G of the CCO Contract. In addition, Subcontractor shall ensure that any subcontracts are in writing and include all the requirements set forth in this Exhibit that are applicable to the service or activity delegated under the subcontract. [Exhibit B, Part 4, Paragraph 10].

23A. YCHHS's Subcontractors.

a. CCO Contract Requirements. In addition to any other provisions Yamhill CCO may require, YCHHS shall include in any permitted subcontract under this Agreement provisions to ensure that OHA will receive the benefit of subcontractor performance as if the subcontractor were the Contractor with respect to Sections 1, 2, 3, 4, 13, 14, 17, 18 and 22 of Exhibit D to the CCO Contract.

b. Additional Subcontractor Requirements:

(1) YCHHS shall demonstrate and certify to Yamhill CCO upon Yamhill CCO's written request at any time during the Term, and in the format specified by Yamhill CCO, that its subcontracts with Participating Providers comply with requirements of this Agreement. YCHHS shall make its best effort to amend any and all of its existing subcontracts with Participating Providers which do not comply with this Agreement by December 31, 2018 and will provide Yamhill CCO with written certification thereof, as requested. Without limiting any other provision of this Agreement, all of Yamhill CCO's subcontracts with Participating Providers shall require Participating Providers to look solely to YCHHS for payment for Covered Services rendered by Participating Providers to Members.

(2) Participating Provider Information. YCHHS shall provide Yamhill CCO with a complete list of its Participating Providers, as requested in Exhibit B, Part 4, Section 3(a)(2) of this Agreement (the "Exhibit G Delivery System Network report").

(3) Notice of Participating Provider Terminations. YCHHS shall provide sixty (60) calendar days' prior written notice to Yamhill CCO of the termination of any of its Participating Providers; provided, however, that if any Participating Providers are terminated with less than sixty (60) calendar days' notice, then YCHHS shall provide written notice to Yamhill CCO within five (5) business days of YCHHS becoming aware of such termination. Notwithstanding the termination of any Participating Providers, YCHHS shall remain responsible for providing or arranging Covered Services through its remaining Participating Provider and shall remain financially responsible for Covered Services furnished to Members under this Agreement.

(4) Restriction, Suspension or Termination of Participating Providers. YCHHS shall, as warranted, immediately restrict, suspend or terminate its Participating Providers from providing or arranging Covered Services to Members in the following circumstances: (i) the Participating Provider ceases to meet the licensing/certification requirements or other professional standards described in this Agreement; or (ii) Yamhill CCO or YCHHS reasonably determines that there are serious deficiencies in the professional competence, conduct or quality of care of the Participating Provider which affects or could adversely affect the health or safety of Members. YCHHS shall immediately notify Yamhill CCO of any of its Participating Providers who cease to meet the licensing/certification requirements or other professional standards described in this Agreement and YCHHS's actions under this Section; or terminate contract immediately upon notification if OHA determines Participating Provider may not be enrolled as a Medicaid Provider.

(5) Compliance with Provisions of this Agreement. YCHHS's subcontracts with Participating Providers shall be in writing. All such subcontracts shall be consistent with the terms and conditions of this Agreement. If this Agreement is amended or modified, all such subcontracts shall be amended or modified within ninety (90) calendar days to be consistent with such amendments or modifications, upon the direction of Yamhill CCO.

(6) Compliance with Requirements of State and Federal Law. YCHHS's subcontracts with Participating Providers shall comply with the standards of state and federal law. If there are changes in such requirements, YCHHS shall make its best effort to amend its subcontracts with Participating Providers to comply with such changes within ninety (90) calendar days following notice thereof from Yamhill CCO.

(7) Access by Yamhill CCO and Government Agencies to Subcontracts and Books and Records of Participating Providers. YCHHS shall make available for inspection, examination and copying by Yamhill CCO and Government Agencies during normal business hours (i) its Participating Provider subcontracts and (ii) books and records of its Participating Providers relating to Covered Services provided to Members. YCHHS shall maintain copies of subcontracts, books and records; and if YCHHS does not employ its Participating Providers, YCHHS shall require that its Participating Providers maintain its books and records for at least ten years from the close of the fiscal year in which Covered Services were provided.

(8) YCHHS's Responsibility for Providing or Arranging Covered Services. Notwithstanding the existence of YCHHS's subcontracts with its Participating Providers, YCHHS shall remain responsible for satisfying the obligations of YCHHS set forth in this Agreement. If any of YCHHS's subcontracts with Participating Providers are terminated, YCHHS shall remain responsible for providing or arranging Covered Services through other Participating Providers and shall remain financially responsible for Covered Services provided to Members under this Agreement.

(9) Required Terms of Subcontracts. In addition to the other requirements provided in this Agreement and pursuant to applicable law, Covered Services shall be provided primarily by Participating Providers with whom YCHHS has contracted for the provision of Covered Services. All subcontracts of YCHHS in connection with this Agreement shall contain the following terms:

i. Describe adequately the responsibilities of the Participating Provider and YCHHS in connection with the subcontract;

ii. Require the Participating Provider to comply with the provisions of this Agreement related to billing Members;

iii. Require the Participating Provider to participate in Yamhill CCO's quality initiatives described in Exhibit B, Part 9 of this Agreement;

iv. Require the Participating Providers to provide Covered Services to Members for the period in which YCHHS paid Participating Providers Compensation for such services;

v. Have a term of not less than one (1) year, subject to the termination provisions as may be set forth in the subcontract between YCHHS and the

Participating Provider;

vi. Require the Participating Provider to carry insurance as required by YCHHS and to provide certificates of insurance to YCHHS upon its request; and

vii. Set forth provisions consistent with the provisions of Exhibit D, Section 18 of the CCO Contract and pertaining to either the termination or expiration of this Agreement or the termination/expiration of the subcontract between YCHHS and the Participating Provider.

24. Severability. If any term or provision of the CCO Contract, the Agreement or this Exhibit is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provision shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the CCO Contract, the Agreement or this Exhibit did not contain the particular term or provision held to be unlawful.

25. Limitations of Liabilities. Subcontractor agrees that OHA and Contractor shall not be held liable for any of Subcontractor's debts or liabilities in the event of insolvency. [Exhibit D Paragraph 11].

26. Compliance with Federal Laws. Subcontractor shall comply with federal laws as set forth or incorporated, or both, in the CCO Contract and all other federal laws applicable to Subcontractor's performance relating to the CCO Contract or the Agreement. For purposes of the CCO Contract and the Agreement, all references to federal laws are references to federal laws as they may be amended from time to time. In addition, unless exempt under 45 CFR Part 87 for Faith-Based Organizations, or other federal provisions, Subcontractor shall comply with the following federal requirements to the extent that they are applicable to the CCO Contract and the Agreement: Exhibit E.

26.1. Federal Provisions. Subcontractor shall comply with all federal laws, regulations, and executive orders applicable to the CCO Contract or to the delivery of Work under the Agreement. Without limiting the generality of the foregoing, Subcontractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the CCO Contract and the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) 45 CFR Part 84 which implements Title V, Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Section 1557 of the Patient Protection and Affordable Care Act (ACA), (e) Executive Order 11246, as amended, (f) the Health Insurance Portability and Accountability Act of 1996, as amended, (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (i) the Mental Health Parity and Addiction Equity Act of 2008, as amended; (j) CMS Regulations (including 42 CFR Part 438, subpart K) and guidance

regarding mental health parity, including 42 CFR 438.900 et. seq., (k) all regulations and administrative rules established pursuant to the foregoing laws, (l) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (m) all federal laws requiring reporting of member abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the CCO Contract and the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 USC 14402. [Exhibit E, Paragraph 1].

26.2. *Equal Employment Opportunity.* If the CCO Contract, including amendments, is for more than \$10,000, then Subcontractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). [Exhibit E, Paragraph 2].

26.3. *Clean Air, Clean Water, EPA Regulations.* If the CCO Contract, including amendments, exceeds \$100,000 then Subcontractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 USC 1251 to 1387), specifically including, but not limited to Section 508 (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under nonexempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to 01-IA, the U.S. Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Subcontractor shall include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this subparagraph. [Exhibit E, Paragraph 3].

26.4. *Energy Efficiency.* Subcontractor shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 USC 6201 et seq. (Pub. L. 94-163). [Exhibit E, Paragraph 4].

26.5. *Truth in Lobbying.* Subcontractor certifies, to the best of the Subcontractor's knowledge and belief that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of Subcontractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid

or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Subcontractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

c. Subcontractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and Subcontractors shall certify and disclose accordingly.

d. This certification is a material representation of fact upon which reliance was placed when the CCO Contract and the Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into the CCO Contract and the Agreement imposed by Section 1352, Title 31, of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

e. No part of any federal funds paid to Subcontractor under the Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself or designed to support defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

f. No part of any federal funds paid to Subcontractor under the Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by any agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

h. No part of any federal funds paid to Subcontractor under the Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under

Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage. [Exhibit E, Paragraph 5].

26.6. *HIPAA Compliance.* Subcontractor acknowledges and agrees that Contractor is a "covered entity" for purpose of the privacy and security provisions of HIPAA. Accordingly, Subcontractor shall comply with HIPAA and the following:

a. Individually Identifiable Health Information ("IIHI") about specific individuals is protected from unauthorized use or disclosure consistent with the requirement of HIPAA. IIHI relating to specific individuals may be exchanged between Subcontractor and Contractor and between Subcontractor and OHA for purposes directly related to the provision of services to Members which are funded in whole or in part under the CCO Contract. However, Subcontractor shall not use or disclose any IIHI about specific individuals in a manner that would violate (i) the HIPAA Privacy Rules in CPR Parts 160 and 164; (ii) the OHA Privacy Rules, OAR Chapter 407 Division 14, or (iii) the OHA Notice of Privacy Practices, if done by OHA. A copy of the most recent OHA Notice of Privacy Practices is posted on the OHA web site at: <https://apps.state.or.us/sfl/FORMS/>. Form number ME2090 Notice of Privacy Practices, or may be obtained from OHA.

b. Subcontractor shall adopt and employ reasonable administrative and physical safeguards consistent with the Security Rule in 45 CFR Part 164 to ensure that Member Information is used by or disclosed only to the extent necessary for the permitted use or disclosure and consistent with applicable State and federal laws and the terms and conditions of the CCO Contract and the Agreement. Security incidents involving Member Information must be immediately reported to the Contractor's privacy officer and to the Oregon Department of Human Services' ("DHS") Privacy Officer.

c. Subcontractor shall comply with the HIPAA standards for electronic transactions published in 45 CFR Part 162 and the DHS Electronic Data Transmission Rules, OAR 410-001-0000 through 410-001-0200. If Contractor intends to exchange electronic data transactions with OHA in connection with Claims or encounter data, eligibility or enrollment information, authorizations or other electronic transactions, Subcontractor shall comply with OHA Electronic Data Transmission Rules.

d. If Subcontractor reasonably believes that the Contractor's or OHA's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, Subcontractor shall promptly consult Contractor or the OHA HIPAA officer. [Exhibit E, Paragraph 6].

26.7. *Resource Conservation and Recovery.* Subcontractor shall comply with all mandatory standards and policies that relate to resource conservation and recovery

pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. [Exhibit E, Paragraph 7].

26.8. *Audits.*

a. Subcontractor shall comply with the applicable audit requirements and responsibilities set forth in the CCO Contract and applicable state or federal law.

b. If Subcontractor expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, Subcontractor will have a single organization-wide audit conducted in accordance with the Single Audit Act. If Subcontractor expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, Subcontractor shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to OHA within 30 days of completion. If Subcontractor expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, Subcontractor is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, Part 8, Section 2 of the CCO Contract.

26.9. *Debarment and Suspension.* Subcontractor represents and warrants that it is not excluded by the U.S. Department of Health and Human Services Office of the Inspector General or listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension." [Exhibit E, Paragraph 9].

26.10. *Drug-Free Workplace.* Subcontractor shall comply with the following provisions to maintain a drug-free workplace:

a. Subcontractor certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Subcontractor's workplace or while providing services to Members. Subcontractor's notice shall specify the actions that will be taken by Subcontractor against its employees for violation of such prohibitions;

b. Establish a drug-free awareness program to inform its employees about: the dangers of drug abuse in the workplace, Subcontractor's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and

employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations;

c. Provide each employee to be engaged in the performance of services under the Agreement a copy of the statement mentioned in subparagraph 26.10.a above;

d. Notify each employee in the statement required by subparagraph 26.10.a that, as a condition of employment to provide services under the CCO Contract the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

e. Notify OHA and Contractor within ten days after receiving notice under subparagraph 26.10.d from an employee or otherwise receiving actual notice of such conviction;

f. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988;

g. Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs 26.10.a through 26.10.f;

h. Require any subcontractor to comply with subparagraphs 26.10.a through 26.10.g;

i. Neither Subcontractor, nor any of Subcontractor's employees, officers, agents or subcontractors may provide any service required under the Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Subcontractor or Subcontractor's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the Subcontractor or Subcontractor's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to Members or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities;

j. Violation of any provision of this subparagraph 26.10 may result in termination of the Agreement and the CCO Contract. [Exhibit E, Paragraph 10].

26.11. *Pro-Children Act.* Subcontractor shall comply with the Pro-Children Act of 1994 (codified at 20 USC Section 6081 et. seq.). [Exhibit E, Paragraph 11].

26.12. *Clinical Laboratory Improvements.* Subcontractor and any laboratories used by Subcontractor shall comply with the Clinical Laboratory Improvement Amendments (CLIA 1988), 42 CFR Part 493 Laboratory Requirements and ORS 438, which require that all laboratory testing sites providing services under the CCO Contract shall have either a Clinical Laboratory Improvement Amendments ("CLIA") certificate of waiver or a certificate of registration along with a CLIA identification number. Laboratories with certificates of waiver will provide only the eight types of tests permitted under the terms of the waiver. Laboratories with certificates of registration may perform a full range of laboratory tests. [Exhibit E, Paragraph 14].

26.13. *OASIS.* To the extent applicable, Subcontractor shall comply with the Outcome and Assessment Information Set ("OASIS") reporting requirements and patient notice requirements for skilled services provided by Home Health Agencies, pursuant to the CMS requirements published in 42 CFR 484.20, and such subsequent regulations as CMS may issue in relation to the OASIS program. [Exhibit E, Paragraph 20].

26.14. *Patient Rights Condition of Participation.* To the extent applicable, Subcontractor shall comply with the Patient Rights Condition of Participation that hospitals must meet to continue participation in the Medicaid program, pursuant to 42 CFR Part 482. For purposes of this Exhibit, hospitals include short-term, psychiatric, rehabilitation, long-term, and children's hospitals. [Exhibit E, Paragraph 21].

26.15. *Federal Grant Requirements.* Subcontractor shall not expend any of the funds paid under the Agreement for roads, bridges, stadiums, or any other item or service not covered under the Oregon Health Plan ("OHP"). [Exhibit E, Paragraph 22].

26.16. *Title II of the Americans with Disabilities Act.* Subcontractor shall comply with the integration mandate in 28 CFR 35.130(d), Title II of the Americans with Disabilities Act and its implementing regulations published in the Code of Federal Regulations. [Exhibit E, Paragraph 19].

27. Marketing. Subcontractor shall not initiate contact nor Market independently to potential Clients, directly or through any agent or independent contractor, in an attempt to influence an OHP Client's Enrollment with Contractor, without the express written consent of OHA. Subcontractor shall not conduct, directly, door-to-door, telephonic, mail, electronic, or other Cold Call Marketing practices to entice a Client to enroll with Contractor, or to not enroll with another CCO Contractor. Subcontractor shall not seek to influence a Client's Enrollment with the Contractor in conjunction with the sale of any other insurance. Furthermore, Subcontractor understands that OHA must approve, prior to distribution, any written communication by Subcontractor that (a) is intended solely for Members, and (b)

pertains to provider requirements for obtaining coordinated care services, care at service site or benefits. [Exhibit B, Part 3, Paragraph 8].

28. Workers' Compensation Coverage. If Subcontractor employs subject workers, as defined in ORS 656.027, then Subcontractor shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirements for an exemption under ORS 656.126(2). [Exhibit F, Paragraph 1].

29. Third Party Resources.

29.1. *Provision of Covered Services*. Subcontractor may not refuse to provide Covered Services to a Member because of a Third Party Resource's potential liability for payment for the Covered Services. [Exhibit B, Part 8, Paragraph 11].

29.2. *Reimbursement*. Subcontractor understands that where Medicare and Contractor have paid for services, and the amount available from the Third Party Liability is not sufficient to satisfy the Claims of both programs to reimbursement, the Third Party Liability must reimburse Medicare the full amount of its Claim before any other entity, including Subcontractor, may be paid. In addition, if a Third Party has reimbursed Subcontractor, or if a Member, after receiving payment from a Third Party Liability, has reimbursed Subcontractor, the Subcontractor shall reimburse Medicare up to the full amount the Subcontractor received, if Medicare is unable to recover its payment from the remainder of the Third Party Liability payment. [Exhibit B, Part 8, Paragraph 11].

29.3. *Confidentiality*. When engaging in Third Party Resource recovery actions, Subcontractor shall comply with federal and State confidentiality requirements, described in Exhibit B of the CCO Contract. [Exhibit B, Part 8, Paragraph 11(q)].

29.4. *No Compensation*. Except as permitted by the CCO Contract including Third Party Resources recovery, Subcontractor may not be compensated for Work performed under the CCO Contract from any other department of the State, nor from any other source including the federal government. [Exhibit D, Paragraph 6].

29.5. *Third Party Liability*. Subcontractor shall maintain records of Subcontractor's actions related to Third Party Liability recovery, and make those records available for Contractor and OHA review. [Exhibit B, Part 8, Paragraph 11].

29.6. *Right of Recovery*. Subcontractor shall comply with 42 USC 1395y(b), which gives Medicare the right to recover its benefits from employers and workers' compensation carriers, liability insurers, automobile or no fault insurers, and employer group health plans before any other entity including Contractor or Subcontractor. [Exhibit B, Part 8, Paragraph 11].

29.7. *Disenrolled Members.* If OHA retroactively disenrolls a Member at the time the Member acquired Third Party Liability insurance, pursuant to OAR 410-141-3080(2)(b)(D) or 410-141-3080(3)(a)(A), Subcontractor may not seek to collect from a Member (or any financially responsible Representative) or any Third Party Liability, any amounts paid for any Covered Services provided on or after the date of Disenrollment. [Exhibit B, Part 8, Paragraph 11].

30. Preventive Care. Where Subcontractor provides Preventive Care Services, all Preventive Care Services provided by Subcontractor to Members shall be reported to Contractor and shall be subject to Contractor's Medical Case Management and Record Keeping responsibilities. [Exhibit B, Part 2, Paragraph 4(d)].

31. Accessibility.

31.1. *Timely Access, Hours.* Subcontractor shall meet OHP standards for timely access to care and services, taking into account the urgency of the need for services as specified in OAR 410-141-3220. This requirement includes that Subcontractor offer hours of operation that are not less than the hours of operation offered to Contractor's commercial members (as applicable) and non-Members as provided in OAR 410-141-3220. [Exhibit B, Part 4, Paragraph 10].

31.2. *Special Needs.* Subcontractor and Subcontractor's facilities shall meet the special needs of Members who require accommodations because of a disability or limited English proficiency. [Exhibit B, Part 3, Paragraph 4].

32. Member Rights.

32.1. *Treating Members with Respect and Equality.* If Subcontractor is a Participating Provider, Subcontractor shall treat each Member with respect and with due consideration for his or her dignity and privacy. In addition, Subcontractor shall treat each Member the same as other patients who receive services equivalent to Covered Services. [Exhibit B, Part 3, Paragraph 2].

32.2. *Information on Treatment Options.* If Subcontractor is a Participating Provider, Subcontractor shall ensure that each Member receives information on available treatment options and alternatives in a manner appropriate to the Member's condition and ability to understand. [Exhibit B, Part 3, Paragraph 2].

32.3. *Participation Decisions.* If Subcontractor is a Participating Provider, Subcontractor shall allow each Member to participate in decisions regarding his or her healthcare, including the right to refuse treatment, and decisions regarding coordination of follow up care. [Exhibit B, Part 3, Paragraph 2].

32.4. *Copy of Medical Records.* Subcontractor shall ensure that each Member is allowed to request and receive a copy of his or her medical records and request that they be

amended or corrected as specified in 45 CFR 164.524 and 164.526. [Exhibit B, Part 3, Paragraph 2].

32.5. *Exercise of Rights.* Subcontractor shall ensure that each Member is free to exercise his or her rights, and that the exercise of those rights does not adversely affect the way the Subcontractor, its staff, its subcontractors, its Participating Providers, or OHA treat the Member. [Exhibit B, Part 3, Paragraph 2].

33. Grievance System. Subcontractor shall have a Grievance system, supported with written procedures, for Members that includes a Grievance process, Appeal process and access to Contested Case Hearings. Contractor's Grievance System shall meet all requirements of Exhibit I of the CCO contract, OAR 410-141-3225 through 410-141-3255, and CFR 438.400 through 438.424 as they pertain to Mental Health and Substance Use Disorders Services. [Exhibit B, Part 3, Paragraph 5].

34. Authorization of Service. Subcontractor shall follow Contractor's procedures for the initial and continuing authorizations for services as defined in OAR 410-141-0000, which requires that any decision to deny a service authorization request or to authorize a service in an amount, duration or scope that is less than requested, be made by a Health Care Professional who has appropriate clinical expertise in treating the Member's health or mental health condition or disease in accordance with 42 CFR 438.210. In addition, Subcontractor must obtain authorization for Covered Services from Contractor, except to the extent prior authorization is not required in OAR 410-141-3420 or elsewhere in the CCO Contract Statement of Work. [Exhibit B, Part 2, Paragraph 3].

35. Non-Discrimination. Subcontractor shall not discriminate between Members and non- OHP persons as it relates to benefits and services to which they are both entitled. [Exhibit B, Part 4, Paragraph 2].

36. Record Keeping System. If Subcontractor is a Participating Provider, Subcontractor shall, based on written policies and procedures, develop and maintain a record keeping system that: (a) includes sufficient detail and clarity to permit internal and external review to validate encounter submissions and to assure Medically Appropriate services are provided consistent with the documented needs of the Member; (b) conforms to accepted professional practice; and (c) allows the Subcontractor to ensure that data submitted to Contractor is accurate and complete by: (i) verifying the accuracy and timeliness of reported data; (ii) screening the data for completeness, logic, and consistency; and (iii) collecting service information in standardized formats to the extent feasible and appropriate. [Exhibit B, Part 8, Paragraph 1].

37. Enrollment; Unique Provider Identification Number. Each of Subcontractor's Physicians and other qualified providers, if any, shall be enrolled with OHA and have a unique provider identification number that complies with 42 USC 1320d-2(b). [Exhibit B, Part 8, Paragraph 18(j)].

38. Accreditation. If Subcontractor is a Participating Provider and provides programs or facilities that are not required to be licensed or certified by a State of Oregon board or licensing agency, then such programs or facilities operated by Subcontractor shall be accredited by nationally recognized organizations recognized by OHA for the services provided or The Joint Commission where such accreditation is required by OHA rule to provide the specific service or program. [Exhibit B, Part 8, paragraph 18].

39. Advocacy. Except as provided in the CCO Contract, Contractor shall not prohibit or otherwise limit or restrict Subcontractor's Health Care Professionals acting within the lawful scope of practice, from advising or advocating on behalf of a Member, who is a patient of the professional, for the following: (a) for the Member's health status, medical care, or treatment options, including any alternative treatment that may be self-administered, that is Medically Appropriate even if such care or treatment is not covered under the CCO Contract or is subject to Co-Payment; (b) any information the Member needs in order to decide among relevant treatment options; (c) the risks, benefits, and consequences of treatment or non-treatment; and (d) the Member's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions. [Exhibit B, Part 2, Paragraph 3].

40. Health Information Technology. Subcontractor shall comply with Contractor's policies and procedures relating to electronic health information exchange to support the exchange of patient health information among Participating Providers. [Exhibit B, Part 7].

41. No Actions. To the extent Subcontractor is a Participating Provider, Subcontractor represents and warrants that neither the state nor federal government has brought any past or pending investigations, legal actions, administrative actions, or matters subject to arbitration involving the Subcontractor, including key management or executive staff, over the past three years on matters relating to payments from governmental entities, both federal and state, for healthcare or prescription drug services.

42. Notice of Termination. Subcontractor acknowledges and agrees that Contractor will provide written notice of the termination of Subcontractor's agreement with Contractor to provide Covered Services to Members, within 15 days of such termination, to each Member who received his or her care pursuant to this Agreement, or was seen on a regular basis by, the Subcontractor. [Exhibit B, Part 4, Paragraph 10(a)(10)].

43. Subrogation. Subcontractor agrees to subrogate to OHA any and all claims the Contractor or Subcontractor has or may have against manufacturers, wholesale or retail suppliers, sales representatives, testing laboratories, or other providers in the design, manufacture, marketing, pricing or quality of drugs, pharmaceuticals, medical supplies, medical devices, DMEPOS (durable medical equipment, prosthetics, orthotics and supplies) or other products. [Exhibit B, Part 8, Paragraph 19].”

Attachment 3

“EXHIBIT E Compensation

(Reference Section 4.2 and 5.2)

Definitions:

The terms in this Agreement are set forth below and intended to align with terminology used by the Oregon Health Authority in CCO Contract #143124 with Yamhill CCO to identify Behavioral Health Basic Service categories versus physical or dental Basic Service categories.

1. **Behavioral Health (BH)** : Behavioral Health is to include capitation dollar amounts awarded to Yamhill CCO in the following “Basic Service” categories:
 - a. **Mental Health Services**: Includes Inpatient and Non-inpatient Services
 - b. **Substance Use Disorders**: Includes Substance Use Disorders and/or Alcohol & Drug Residential Services.
 - c. **Other Services**: Periodically, components of “Other” services are intended for Behavioral Health (such as MH Children’s Wraparound) and not included in one of the “parent lines” above.
 - d. **Miscellaneous**: Any new Behavioral Health Service Categories added by OHA in the future.

2. **New or Discontinued OHA Service Lines**: If new Mental Health or Substance Use Disorders (SUD) services are added (or deleted) as basic services or as add on services, Yamhill CCO and YCHHS agree to meet and assess the PMPM and to adjust the PMPM if needed, using the same or similar methodology.

Monthly Distribution of Behavioral Health funds: Yamhill CCO administrative staff will work with its Administrative Services Organization (ASO) to process weekly 820 file and payments for sub-capitation distribution of Behavioral Health funds on a monthly basis and in the manner outlined below. The 2018 weekly payments for Basic Services shall first be reduced by any appropriate OHA taxes and further reduced by any Yamhill CCO board approved reserve or withhold. The following distribution will be used for 2018 and reset at the beginning of subsequent calendar years. If mutually agreed to by both parties, these percentages may be revised mid-year.

For Delegated Functions rendered, Yamhill CCO agrees to compensate YCHHS by paying the following percentages of the capitated payment received by Yamhill CCO from OHA for Behavioral Health Services (Mental Health, Substance Use Disorders & Other) less any applicable OHA Adjustments. OHA Adjustments include pass-through payments such as HRA tax, referenced in the CCO Contract in Exhibit C, Attachment 1. In addition, YCHHS agrees to participate in any withhold program adopted by the Yamhill CCO Board of Directors from time to time, which may include a transformation fund, establishment of CCO

risk reserves or other mechanisms to fund transformation initiatives, and may be documented in meeting minutes.

For purposes of OHA annual rate setting, Yamhill CCO will include the YCHHS Director, or designee, in OHA's rate evaluation and setting process.

Rates below are amended to reflect the amounts to be paid HHS effective 1/1/2018. These changes include:

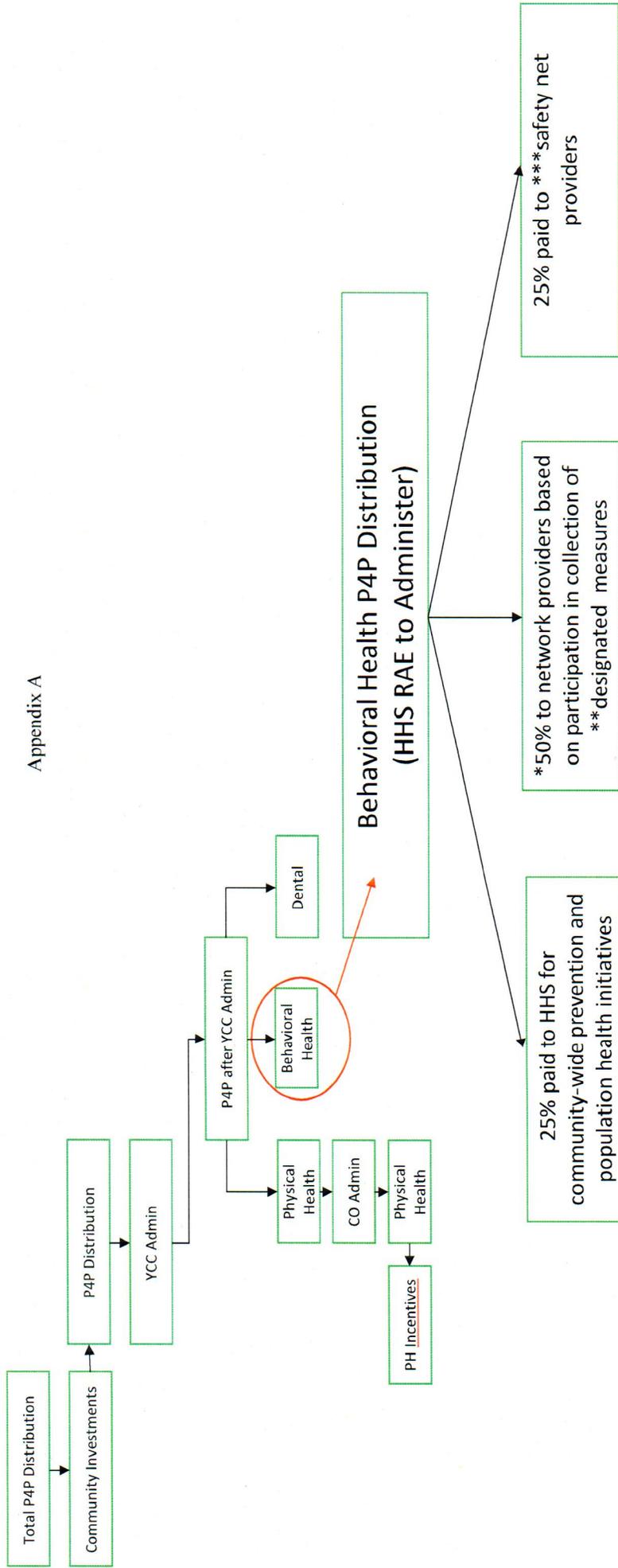
1. A contracted 2.4% increase over the 2017 rates for Base Services in 2018,
2. INCREMENTAL INCREASE: a rate that is established when an existing member service is increased or decreased from the initial CCO Contract or prior amendments.
 - a. An INCREMENTAL INCREASE (as defined below) in rates for SE/ACT (Supported Employment/Assertive Community Treatment). For 2018, DOJ (Department of Justice) required CCO's to expand SE/ACT to achieve targets that were set in prior years.
 - b. An INCREMENTAL INCREASE in CHILDREN'S WRAP services.
 - c. The INCREMENTAL INCREASE for 2018 passes to HHS the difference between the 2017 OHA Risk Model Rates for ACT/SE and CHILD WRAP and 2018 OHA Risk Model Rates for ACT/SE and CHILD WRAP. This figure defines the "incremental increase" paid to HHS in 2018.
3. All of the CHILD AND ADOLESCENT NEEDS AND STRENGTHS (CANS) services passes to HHS as this is a mental health only category.
4. Updated 2018 OHA rates for the ABA services that began 7/1/2016. These are still handled as a carveout until such time as OHA eliminates the risk corridor.
5. The Net Payable PMPM amount below includes the OHA administration portion of the capitation payment (non-medical load) and represent the Net Due HHS after the 2.25% withhold was applied.
6. Flex (or Case Management) services will be paid at a rate of 1.51 PMPM on YCCO A/B membership.

2018 BEHAVIORAL HEALTH PMPM (total risk premium, minus 2.25% withhold = net payable)

YCCO - a,b	BH 100% Risk	-2.25%	YHHS SubCap
Eligibility	Total Risk Rate PMPM	CCO Withhold	Net Payable PMPM
TANF	51.09	(1.15)	49.88
PLMA	50.37	(1.13)	49.24
CHILD 00-01	54.32	(1.22)	53.10
CHILD 01-05	56.16	(1.26)	54.90
CHILD 06-18	54.64	(1.23)	53.41
ABAD-MED	59.68	(1.34)	58.34
ABAD	67.34	(1.52)	65.82
OAA-MED	59.68	(1.34)	58.34
OAA	67.34	(1.52)	65.82
CAF	61.22	(1.38)	59.84
ACA19-44	75.58	(1.70)	73.88
ACA45-54	79.38	(1.79)	77.59
ACA65-84	76.56	(1.72)	74.84
BCCP	64.10	(1.37)	59.73

YCCO - e,g	YHHS	-2.25%	Net Payable PMPM
Eligibility	Total Risk Rate PMPM	CCO Withhold	Net Payable PMPM
TANF	34.87	(0.78)	34.09
PLMA	22.53	(0.51)	22.01
CHILD 00-01	16.17	(0.36)	15.81
CHILD 01-05	22.51	(0.51)	22.00
CHILD 06-18	41.72	(0.94)	40.78
ABAD-MED	54.16	(1.22)	52.98
ABAD	134.64	(3.03)	131.61
OAA-MED	54.16	(1.22)	52.98
OAA	134.64	(3.03)	131.61
CAF	219.87	(4.95)	214.92
ACA19-44	44.50	(1.00)	43.50
ACA45-54	51.73	(1.16)	50.57
ACA65-84	45.65	(1.03)	44.62
BCCP	104.39	(2.35)	102.04

Appendix A



*The total amount a network provider is eligible for is based on the percentage of total services provided.

** Designated measures are: DLA20, PHQ9, GAD-7, SBIRT, customer satisfaction survey, and outcome tool data capture capability in EHR. 2017 paid in 2018 will be used to set a baseline for measures. 2018 paid in 2019 will set improvement targets based on measure baselines.

***Safety net providers are defined as providers who perform core crisis and wraparound services designed to divert members from hospitals, jails and other institutional care settings.

**Attachment 3
EXHIBIT E**

Appendix B – Rates for Community Prevention and Wellness

	CY 2016 (1)			CY 2017 (2)			CY 2018 (3)			TOTAL (4)	
	YCCO Request	Match		YCCO Request	Match		YCCO Request	Match	YCCO Request	Match	
<i>Salaries</i>											
Program Coordinator	17,391	13,913	3,478	53,426	42,741	10,685	54,709	43,767	10,942	100,421	25,105
Program Manager	1,097	877	219	3,369	2,696	674	3,450	2,760	690	6,333	1,583
Administrative Staff	739	591	148	2,271	1,817	454	2,325	1,860	465	4,268	1,067
Support Staff	1,889	1,511	378	5,802	4,641	1,160	5,941	4,753	1,188	10,905	2,726
Benefits	12,438	9,951	2,488	38,211	30,569	7,642	39,128	31,302	7,826	71,822	17,955
SUBTOTAL	33,554	26,844	6,711	103,079	82,463	20,616	105,533	84,443	21,111	193,750	48,437
<i>Materials & Supplies</i>											
Occupancy	2,009	1,607	402	6,171	4,937	1,234	6,319	5,055	1,264	11,599	2,900
Supplies	1,272	1,018	254	3,907	3,126	781	4,001	3,201	800	7,345	1,836
Legal/Payroll	609	487	122	1,871	1,497	374	1,916	1,533	383	3,517	879
Training	114	91	23	350	280	70	359	287	72	659	165
Travel	400	320	80	1,229	983	246	1,258	1,007	252	2,310	577
Urinalysis	317	254	63	975	780	195	998	799	200	1,832	458
Incentives	2,000	1,600	400	9,280	7,424	1,856	9,503	7,602	1,901	16,626	4,157
SUBTOTAL	6,721	5,377	1,344	23,783	19,027	4,757	24,354	19,483	4,871	43,887	10,972
TOTAL	40,276	32,220	8,055	126,863	101,490	25,373	129,907	103,926	25,981	237,636	59,409

FOOTNOTES

(1) Assumes September 2016 start (prorated 4 month cost)

(2) 2.4% COLA

(3) 2.4% COLA

(4) 80%/20% split

Attachment 4

“EXHIBIT I Solvency Plan and Financial Reporting

Overview of Solvency Plan and Financial Reporting

1. **Background/Authority.** YCHHS shall maintain sound financial management procedures and demonstrate to Yamhill CCO through proof of financial responsibility that it is able to perform the delegated activities required under this Agreement efficiently, effectively and economically and is able to comply with the requirements of this Agreement and OAR 410-141-3340 through 410-141-3395. As part of the proof of financial responsibility, YCHHS shall provide assurance satisfactory to Yamhill CCO that YCHHS’s provisions against the risk of insolvency are adequate to ensure the ability to comply with the requirements of this Agreement.

2. **Annual Audited Financial Statements.** YCHHS shall submit Audited Financial Statements to Yamhill CCO no later than 180 days following the last day of each YCHHS fiscal year that this Agreement is in effect, except as otherwise specified herein. Audited Financial Statements may be for all or part of YCHHS’s business, but must include, at a minimum, financial statements for Yamhill CCO’s Service Area and those funds impacted by Mental Health Services and Substance Use Disorders Services that are Covered Services for Members assigned to YCHHS by Yamhill CCO. Audited Financial Statements shall be prepared by an independent accounting firm. It is allowable to use existing financial audits as are required by YCHHS as a unit of local government. YCHHS will use the information from their Audited Financial Statements to assist Yamhill CCO, as needed, in preparing the following information:
 - a. **Balance Sheet(s).** The information specified in Report L5 of the CCO Contract, shall be included in the Audited Annual Balance Sheet of Corporate Activity or the accompanying notes or schedules to Financial Statements. YCHHS shall assist Yamhill CCO in updating the 4th quarter Financial Report for audit adjustments no later than 180 days following the last day of each YCHHS fiscal year that this Agreement is in effect.

 - b. **Statement of Revenue, Expenses and Changes in Fund Balance.** The information specified in Report L10 of the CCO Contract shall be included in the Audited Annual Statement of Revenue, Expenses and Changes in Fund Balance or the accompanying Notes to Financial Statements. YCHHS shall assist Yamhill CCO as needed in amending prior Quarterly Financial Report L6 for audit adjustments no later than 180 days following the last day of each YCHHS fiscal year that this Agreement is in effect.

 - c. **Statement of Cash Flow.** The information specified in Report L7 of the CCO Contract shall be included in the Audited Cash Flow Analysis for Corporate Activity or the accompanying Notes to Financial Statements. YCHHS shall assist Yamhill CCO as

needed to allocate cash flow using the Indirect Method of Accounting, as described by Generally Accepted Accounting Principles (GAAP).

- d. Additional supplemental information as requested by Yamhill CCO in order to perform its contractual duties with the OHA contract #143124.
3. **Other Reports.** YCHHS shall assist Yamhill CCO with the following reports on an annual or quarterly basis, however, Yamhill CCO is responsible for reporting this information to OHA:
 - (1) Report L2: Members Approaching or Surpassing Stop-Loss Deductible;
 - (2) Report L3: Restricted Reserves;
 - (3) Report L3.1 or L3.2: Secondary Reserve Requirement calculation (information may be provided for the contract activity with Yamhill CCO and/or for consolidated OHP activity, at YCHHS's discretion);
 - (4) Report L3.3 (OHP and Cover All Kids "CAK"): Adjusted and Unadjusted Medical Loss Ratios Net Worth Requirement
 - (5) Restricted Reserve bank account statement at quarter end;
 - (6) Report L6 (OHP and CAK): Quarterly Statement of Revenue, Expenses and Changes in Net Assets Corporate Total and OHP Line of Business;
 - (7) Report L8: Corporate Relationships of Contractors;
 - (8) Report L11: Disclosure of Compensation; and
 - (9) Report L12-19: Financial Reporting Related to the rate setting process;
 4. YCHHS will provide to Yamhill CCO and OHA reports for: OHA Quarterly L Report; the MMLR (Minimum Medical Loss Ratio Report) and other OHA required reports that may emerge, based on the behavioral health medical loss ratio, to be distinguished from physical health and consistent with the definitions in the CCO Contract.
 5. YCHHS will provide to Yamhill CCO Quarterly Administrative Reports including: Flexible Services Report; Risk Reserve Report; a MBR Report (Member Benefit Ratio) using a definition of BMR agreed to between Yamhill CCO CEO and HHS Director (or their designees), which definition shall be with respect to behavioral health similar to the definitions in the CCO Contract with respect to calculation of the Medical Loss Ratio. YCHHS will deploy a methodology to routinely forecast IBNR (Incurred But Not Reported

claims). It is expected the IBNR reporting will be used in OHA, Yamhill CCO and other reports as needed.

6. YCHHS will capture the following Outcome Measures and will promptly report such outcome measures to Yamhill CCO:
 - a. SBIRT: at intake/initial screening: 1. AUDIT 2. DAST
 - b. PHQ-9: at intake and service conclusion, and as clinically indicated
 - c. GAD-7: at intake and service conclusion, and as clinically indicated
 - d. DLA-20: 2nd or 3rd session post intake, quarterly, service conclusion, and as clinically indicated; DLA-20 correlates to both GAF/CGAS and ICD-10 4th digit modifier
 - e. 4 digit modifier: level of security
 - f. Member Satisfaction Survey: Annually
 - g. MOTS: Employment, Education, Housing and Substance Use Data
7. YCHHS implemented a new Electronic Medical Record in 2015 to collect relevant outcome data and report to Yamhill CCO.
 - a. YCHHS will provide required monitoring and data reporting to Yamhill CCO for the OHA CCO metric reporting. This includes Foster Care, Hospital follow up, ED visits and any future requirements as they pertain to Mental Health and Substance Use Disorder services.
8. **Assumption of Risk.** YCHHS assumes the risk for providing the Mental Health Services and Substance Use Disorders Services that are Covered Services required under this Agreement pursuant to Exhibit E, Compensation.
9. **Reserves.** Yamhill CCO will hold in its own Restricted Reserve Account an amount no less than the minimum amount required pursuant to Exhibit L of the CCO Contract. Yamhill CCO will not assess YCHHS for any portion of the Restricted Reserve Account required of Yamhill CCO pursuant to its CCO Contract obligations. YCHHS will hold reserves that are sufficient to maintain solvency under this Agreement.
10. **BH RAE Reserves:** In its capacity as a CCO Risk Accepting Entity, YCHHS is expected to build and maintain a minimum risk reserve fund equal to at least 90 days of operation. YCHHS will report the estimated reserve amount to Yamhill CCO quarterly, and if requested will provide an annual report with 120 days after the end of YCHHS's fiscal year. YCHHS will continue to provide quarterly reporting to Yamhill CCO once YCHHS achieves the reserve target. In the event that YCHHS later drops below the 90 day reserve, YCHHS will promptly inform Yamhill CCO in writing and will promptly develop and submit to Yamhill CCO a Corrective Action Plan for achieving the 90 day minimum within 12 months."