

**THIRD AMENDMENT TO MENTAL HEALTH AND SUBSTANCE
ABUSE DISORDER SERVICES AGREEMENT**

THIS THIRD AMENDMENT TO THE MENTAL HEALTH AND SUBSTANCE ABUSE DISORDER AGREEMENT dated this 1st day of January, 2023, is entered into by and between Yamhill County Care Organization, Inc., an Oregon nonprofit public benefit corporation dba Yamhill Community Care Organization ("YCCO") and Yamhill County, a political subdivision of the State of Oregon, acting by and through Yamhill County Health and Human Services Department ("Provider").

RECITALS

- A. YCCO and Provider entered into a Mental Health and Substance Abuse Disorder Agreement dated January 1, 2021 (the "Underlying Agreement"). The Underlying Agreement is memorialized in Yamhill County records as Board Order No. 20-457. The Underlying Agreement was first amended on September 2, 2021, memorialized as Board Order 21-313 (the "First Amendment") and further amended on March 15, 2022, memorialized as Board Order 22-48 (the "Second Amendment").
- B. The purpose of this Third Amendment is to further amend the Underlying Agreement to reflect additional changes to compensation effective January 1, 2023, listed herein as Exhibit A, Compensation.
- C. Capitalized terms used in this Third Amendment, but not otherwise defined in this Third Amendment shall have the same meaning as those in the original Administrative Services Agreement and the CCO Contract, in that order of priority.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Effective Date. The Effective Date of this Third Amendment shall be January 1, 2023.
- 2. Term. The Term of the Underlying Agreement, as amended by this Third Amendment, shall begin on the Effective Date and shall, unless extended or terminated earlier in accordance with its terms, continue in effect until it expires on December 31, 2023.

3. Subsection 2, "Subcontracting", of Section 2, "Engagement", of the Underlying Agreement, as amended by the Second Amendment, is hereby deleted in its entirety and replaced with the following:

"2.2. Subcontractor Requirements. The parties acknowledge that some of the Provider's duties and obligations hereunder may be performed by one or more subcontractors of Provider ("Subcontractor"). To the extent Provider contracts with other entities to perform any of the duties and obligations hereunder, Provider 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 11 of the CCO Contract. Notwithstanding the foregoing, Provider shall remain ultimately responsible for fulfilling and performing the Delegated Functions hereunder. Provider shall timely pay all subcontractors amounts owing when due. Yamhill CCO acknowledges and agrees that Provider has existing contracts with providers that may need to be updated based on the terms of this Agreement. Yamhill CCO agrees to grant Provider 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.

Notwithstanding any relationship(s) that Yamhill CCO may have with Provider, the CCO maintains ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its contract with the State. Yamhill CCO does not subcontract or otherwise delegate the following functions to a third party:

- (1) Oversight and monitoring of quality improvement.
 - (2) Adjudication of appeals in a member grievance and appeals process.
- a. Provider shall agree to and ensure all the provisions below are included in its written agreements with Subcontractors:
- (1) The delegated activities or obligations and related reporting responsibilities.
 - (2) The Subcontractor's agreement to perform the delegated activities and reporting responsibilities specified in compliance with the CCO's contract obligations.
 - (3) The Subcontractor's agreement to comply with all applicable laws, including, without limitation, all Medicaid laws, rules, regulations, as well as all applicable subregulatory guidance and contract provisions.
 - (4) The requirement for the Subcontractor to comply with the payment, withholding, incentive and other requirements set forth in 42 CFR § 438.6 that are applicable to the work required under the subcontract.
 - (5) The requirement for the Subcontractor to submit to CCO valid claims for services including all the fields and information needed to allow the claim to be processed without further information from the

Provider within timeframes for valid, accurate, encounter data submission as required under the CCO's contract with the State.

- b. Provider shall agree to and ensure all the oversight and auditing provisions below are included in its written agreements with Subcontractors:
 - (1) The requirement for the Subcontractor to respond and comply in a timely manner to any and all requests from OHA or its designee for information or documentation pertaining to work outlined in the CCO's contract with the State.
 - (2) To allow OHA, the Oregon, Secretary of State, CMS, the HHS Inspector General, the Comptroller General, or their designees to audit, evaluate, and inspect any books, records, contracts, computer or other electronic systems of the Subcontractor, or of the Subcontractor's contractor, that pertain to any aspect of services and activities performed, or determination of amounts payable under the CCO's contract with the State.
 - (3) To make available, for purposes of an audit, evaluation, or inspection, its premises, physical facilities, equipment, books, records, contracts, computer or other electronic systems relating to its Medicaid members.
 - (4) Subcontractor agrees that the right to audit by OHA, CMS, the DHHS Inspector General, the Comptroller General or their designees, will exist for a period of ten (10) years from this Contract's Expiration Date or from the date of completion of any audit, whichever is later.
 - (5) If OHA, CMS, or the DHHS Inspector General determines that there is a reasonable possibility of fraud or similar risk, OHA, CMS, or the DHHS Inspector General may inspect, evaluate, and audit the Subcontractor at any time.
- c. Provider shall agree to and ensure all the corrective action provisions below are included in its written agreements with Subcontractors:
 - (1) Termination of the Subcontract, the right to take remedial action, and impose other sanctions such that the CCO's rights substantively align with OHA's rights, if the Subcontractor's performance is inadequate to meet the requirements of the CCO's contract with the State.
 - (2) Revocation of the delegation of activities or obligations or specify other remedies in instances where the State or CCO determine that the Subcontractor has not performed satisfactorily.
- d. Provider shall evaluate its prospective Subcontractor's readiness and ability to perform the scope of work outlined in the written agreement prior to the effective date of the contract. Copies of the evaluation must be provided to OHA within five (5) days after requested by OHA.

- e. Provider shall monitor its Subcontractor's performance on an ongoing basis and perform, at least once a year, a formal, a review of compliance of all Subcontracted obligations and other responsibilities, performance, deficiencies, and areas for improvement. Such review is documented in an Annual Subcontractor Performance Report, which is completed within 60 days after the annual anniversary of the effective date of the subcontract."
4. Section 4, "Duties of Provider", is hereby amended to include a new Subsection 14, "Health IT" that reads as follows:
 - "4.14 Health IT. As a contracted agent of the Oregon Health Authority (OHA), Yamhill CCO is required to gather information from contracted providers and respective practices related to Health Information Technology (HIT) and Health Information Exchange (HIE) status and capabilities. Accordingly, Yamhill CCO will periodically request from Provider HIT/HIE status data via surveys from Provider and its Subcontractors."
5. Exhibit A of the Underlying Agreement, as amended by the First Amendment and by the Second Amendment, is hereby deleted in its entirety and replaced with the new Exhibit A, attached hereto and incorporated herein by this reference.
6. Ratification. Except as otherwise expressly modified by the terms of this Third Amendment, the Underlying Agreement, as amended, shall remain unchanged and continue in full force and effect. All terms, covenants and conditions of the Underlying Agreement, as amended, not expressly modified herein are hereby confirmed and ratified and remain in full force and effect, and constitute valid and binding obligations of YCCO and Provider enforceable according to the terms thereof.
7. Authority. YCCO and Provider and each of the persons executing this Third Amendment on behalf of YCCO and Provider hereby covenants and warrants that: (i) such party has full right and authority to enter into this Third Amendment and has taken all action required to authorize such party (and each person executing this Third Amendment on behalf of such party) to enter into this Third Amendment, and (ii) the person signing on behalf of such party is authorized to do so on behalf of such entity.
8. Binding Effect. All of the covenants contained in this Third Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives and permitted successors and assigns.
9. Counterparts. This Third Amendment may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Third Amendment.
10. Recitals. The foregoing recitals are intended to be a material part of this Third Amendment and are incorporated herein by this reference.

NOW, THEREFORE, the Parties hereto have caused this Third Amendment to be executed on the dates indicated below.

Yamhill County, Oregon

Yamhill Community Care Organization, Inc.

By: *Lindsay Berschauer*

By: *Seamus McCarthy*

Name (printed) Lindsay Berschauer

Name (printed) Seamus McCarthy

Title: chair

Title: CEO

Dated: 2.16.23

Dated: 3/23/2023

By: *Lindsey Manfrin*

Name (printed) Lindsey Manfrin

Title: HHS Director

Dated: 3/24/23

FORM APPROVED BY

By: *Christina Boenisch*

Name Printed: Christina Boenisch

Title: County Counsel

Dated: 3/28/23

Accepted by Yamhill County Board of Commissioners on 2.16.23 by Board Order # B.O. 23-SU

**Exhibit A
Compensation**

Part 1: PMPM Rates (Effective 01/01/2023)

Direct Member Services	Base Per Member Per Month	Tier 1 QDP Per Member Per Month	Total Per Member Per Month
Mental Health Outpatient*	\$25.83	\$7.52	\$33.35
SUD Outpatient**	\$7.98	\$2.39	\$10.37
Transitional Treatment Recovery Services***	\$3.04	N/A	\$3.04
System of Care Wraparound	\$3.64	N/A	\$3.64
ACT/SE	\$2.48	\$0.74	\$3.22
Intensive In-Home Behavioral Health Treatment (IIBHT)	\$0.55	\$0.17	\$0.72
LMHA Care Coordination****	\$0.92	N/A	\$0.92
Health Related Services	Base Per Member Per Month	Tier 1 QDP Per Member Per Month	Per Member Per Month
YHHS Flex Purchases	\$0.10	N/A	\$0.10
Community Benefit Initiative (CBI)	\$0.54	N/A	\$0.54
Total			\$55.90

*Mental Health Outpatient services include those services provided by Provider and the local YCCO network which only includes: George Fox University, Oregon Family Support Network. Other Fee-For-Service payments are the responsibility of YCCO.

**Substance Use Disorder Outpatient services include those services provided by Provider and the local YCCO network which only includes: Provoking Hope. Other Fee-For-Service payments are the responsibility of YCCO.

***Transitional Treatment Recovery Services include those services provided by Provider and the local YCCO network which only includes: Provoking Hope. Other Fee-For-Service payments are the responsibility of YCCO.

**** LMHA Care Coordination services includes working with YCCO and Providence Plan Partner staff to ensure YCCO members can appropriately access or transition in/out of specific behavioral health services including safety net services, crisis services, mental health and addictions residential services, detoxification or state hospital services, care coordination of residential behavioral health services, specific community-based services (such as ACT and IPS), specialized services to promote re-integration and reduce recidivism in the criminal justice system, children's Wraparound, IIBHT, and foster care placement stability.

Part 2: Monthly Capacity Rates (Effective 01/01/2023)

Direct Member Services	Per Month	Annual
Mental Health Outpatient - LCS	\$33,488.03	\$401,856.34
Mental Health Respite	\$41,559.69	\$498,716.27
Health Related Services	Per Month	Annual
Project Able	\$5,462.10	\$65,545.20
Dual Diagnosis Anonymous	\$2,258.93	\$27,107.18
Warmline	\$2,184.84	\$26,218.08
Lines for Life	\$9,137.84	\$109,654.03
Provoking Hope (Responsible Dads)	\$5,684.16	\$68,209.93
Total	\$99,775.59	\$1,197,307.03

Provider shall bill YCCO for the month of service no later than the 20th of the following month. Membership counts to be calculated by the Provider based on membership for the 15th of the service month. YCCO to be responsible for verification of membership counts. YCCO will pay invoiced amounts within 30 days after Provider has invoiced YCCO. In the event YCCO identifies a discrepancy between Provider Membership count and YCCO's Membership count, YCCO shall notify Provider and the parties shall use all reasonable efforts to resolve the discrepancy and make applicable invoice adjustments within 30 days from the notice to Provider of the discrepancy.

In the event the costs to the Provider exceed the capitated compensation received for the services above, the YCCO will negotiate an additional payment to the Provider to offset the difference. In the event the costs to the Provider are less than the capitated compensation received for the services above, the Provider will not be required to payback YCCO the difference. Provider will be required to provide supplemental financial statements (Exhibit L) for the reconciliation of payments as well as to support required OHA filings by YCCO.

Behavioral Health Qualified Directed Payments:

Pursuant to 42 CFR 438.6 (c), CMS governs how states may direct managed care plans' expenditures in connection with implementing delivery system and provider payment initiatives under Medicaid managed care contracts. OHA refers to these payments as Qualified Directed Payments (QDP).

Tiered Payments for Behavioral Health QDP:

YCCO shall render payment based on the Qualified Directed Payment (QDP) requirements set forth by the Oregon Health Authority in contract and through associated OARs. As such, payment shall be rendered utilizing those QDP tiers that are applicable to the scope of services and provider type.

Tier 1: Applicable for Assertive Community Treatment (ACT), Supported Employment Services (SE), Outpatient Mental Health Treatment and Services (OPMH), and Outpatient Substance Use Disorder Treatment and Services (OP SUD).

Payment rate will be calculated based on whether the Behavioral Health (BH) Participating Provider derives its BH revenue primarily from providing services to individuals enrolled in Oregon's Medicaid and Children's Health Insurance Program (CHIP) programs. A BH Participating Provider is regarded as "Primarily Medicaid" if it derived at least fifty percent (50%) of its revenue from providing Medicaid services in the prior Contract Year.

Primarily Medicaid Payment: Qualified BH participating Providers payment will be a combination of their contracted payment rate effective January 1, 2022 plus thirty percent (30%) of the contracted payment rate effective January 1, 2022.

Non-Medicaid Primary Payment: Qualified BH participating Providers payment will be a combination of their contracted payment rate effective January 1, 2022 plus fifteen percent (15%) of the contracted payment rate effective January 1, 2022.

In order to be eligible for payment at the "Primary Medicaid" rate, Qualified BH participating Providers must submit a completed attestation to verify Primarily Medicaid status. Attestation form can be found on the OHA website or may be requested from YCCO Provider Relations representatives. All Qualified BH participating Providers will default to the 15% basis, until such attestation has been received and verified. Payments on the 30% increase shall be made effective as of January 1, 2023 or the beginning date of the current calendar quarter, whichever is later, following receipt of a validated attestation. Payments will be processed once monthly as itemized in the Part 1 PMPM Rates table.

Tier 2: Co-Occurring Disorder (COD) Services payment increase is applicable for BH Participating Providers approved by OHA for provision of integrated treatment of Co-Occurring Disorders (COD) pursuant to OAR 309-019- 0145.

Payment will be calculated as follows:

For BH Participating Provider of non-residential services who are Qualified Mental Health Associates, Peers, or Substance Use Disorders Treatment Staff as defined in OAR 309-019-0105, the payment increase is equal to ten percent (10%) of the applicable Behavioral Health Oregon Medicaid fee-for-service (FFS) payment rate in effect on the date of service.

For BH Participating Provider of non-residential services who are Qualified Mental Health Professionals, or Licenses Health Care Professionals or Mental Health Interns as defined in OAR 309-019-0105, the payment increase is equal to twenty percent (20%) of the applicable Behavioral Health Oregon Medicaid fee-for-service (FFS) payment rate in effect on the date of service.

For BH Participating Provider of Substance Use Disorders (SUD) residential services, the payment increase is equal to fifteen percent (15%) of the applicable Behavioral Health Oregon Medicaid fee-for-service (FFS) payment rate in effect on the date of service.

Payments for this Tier shall be made effective as of January 1, 2023 or the beginning date of the current calendar quarter, whichever is later, following confirmation of OHA documented approval as a COD provider. Payments will be processed once quarterly based upon qualifying encounters submitted during the prior quarter.

Tier 3: Culturally and Linguistically Specific Services (CLSS) QDP is applicable for BH Participating Provider who meet OHA established criteria for delivery of CLSS. Payment level shall vary based on whether the provider is designated as Non-rural or Rural as defined in OAR Chapter 309, Division 65.

Non-Rural BH Participating Provider will be paid an additional amount equal to 22% of the applicable Behavioral Health Oregon Medicaid fee-for-service (FFS) payment rate that is in effect on the date of the CLSS eligible service.

Rural BH Participating Provider will be paid an additional amount equal to 27% of the applicable Behavioral Health Oregon Medicaid fee-for-service (FFS) payment rate that is in effect on the date of the CLSS eligible service.

Payments for this Tier shall be made effective as of January 1, 2023 or the beginning date of the current calendar quarter, whichever is later, following confirmation of OHA certification as a CLSS provider. Provider is responsible for submitting claims for CLSS eligible services with required payment related modifier. Payments will be processed once quarterly based upon qualifying encounters submitted during the prior quarter.

Tier 4: Applicable for BH Providers of SUD residential services, Applied Behavior Analysis (ABA), and Wraparound. Eligible Providers will be paid at no less than the applicable Behavioral Health Oregon Medicaid fee-for-service (FFS) payment rate in effect on the date of service. Increased payments applicable to meet the minimum fee schedule equivalent will be processed once monthly as itemized in the Part 1 PMPM Rates table.