

FIFTH AMENDMENT TO MENTAL HEALTH AND SUBSTANCE ABUSE DISORDER SERVICES AGREEMENT

THIS FIFTH AMENDMENT TO THE MENTAL HEALTH AND SUBSTANCE ABUSE DISORDER AGREEMENT dated this 1st day of January 2024, 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.
- B. The Underlying Agreement was first amended on September 2, 2021, memorialized as Board Order No. 21-313 (the “First Amendment”). The Underlying Agreement was then amended on March 15, 2022, memorialized as Board Order No. 22-48 (the “Second Amendment”). The Underlying Agreement was also amended on March 23, 2023, memorialized as Board Order No. 23-56 (the “Third Amendment”) and further amended on July 11, 2023, memorialized as Board Order No. 23-257 (the “Fourth Amendment”).
- C. The purpose of this Fifth Amendment is to further amend the Underlying Agreement to reflect additional changes to compensation effective January 1, 2024, listed herein as Exhibit A, Compensation.
- D. Capitalized terms used in this Fifth Amendment, but not otherwise defined in this Fifth 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 Fifth Amendment shall be January 1, 2024.
2. Term. The Term of the Underlying Agreement, as amended by this Fifth Amendment, shall begin on the Effective Date and shall, unless extended or terminated earlier in accordance with its terms, continue in effect until in expires on December 31, 2024.
3. Subsection 2, “Subcontractor Requirements”, of Section 2, “Engagement”, of the Underlying Agreement, as previously amended, is hereby deleted in its entirety and replaced with the following:

“2.2 Subcontracting. The parties acknowledge that some of the Provider’s duties and obligations hereunder may be performed by one or more subcontractors

of Provider. 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. The Provider shall timely pay all subcontractors amounts owing when due. Yamhill CCO acknowledges and agrees that Provider has existing contracts with Provider 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 to reflect the terms of this Agreement. Notwithstanding any relationship(s) that Yamhill CCO may have with the 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 sub regulatory 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 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 Yamhill CCO, 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 amount payable under the CCO's contract with the State.
 - (3) To make available, for the 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 Yamhill CCO, 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 Yamhill CCO, OHA, CMS, or the DHHS Inspector General determines that there is a reasonable possibility of fraud or similar risk, Yamhill CCO, 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 specifying 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.

Provider shall require Subcontractors to allow Yamhill CCO perform Monitoring, audit, and other review processes for the purpose of determining and reporting on compliance with the terms and conditions of the Subcontract, including, without limitation, compliance with Medical and other records security and retention policies and procedures.

4. Section 4, "Duties of Provider", is hereby amended to include the following new (i) Subsection 4.15, "Minimum Member Services Ratio.", (ii) Subsection 4.16, "Measures and Outcomes Tracking System" or "MOTS." and (iii) Subsection 4.17, "Language Access.":

4.15 Minimum Member Services Ratio. YCCO shall require Provider to provide all underlying data associated with MLR reporting to YCCO within one hundred eighty (180) days of the end of the MLR reporting year or within thirty (30) days of being requested, whichever comes sooner, to calculate and validate the accuracy of MLR reporting.

Provider must comply with the MLR reporting requirements set forth in 42 CFR § 438.8(k) and MLR remittance requirements set forth in 42 CFR § 438.8(j).

Minimum Member Services Ratio. Provider shall maintain at minimum a member services ratio of at least 85% (inclusive of Pay-for-Performance revenues and associated expense) on an annual basis for its total Member population, as reported on OHA MMLR reporting template.

In the event the Provider's minimum member services ratio falls below the 85% annual target, a payback by Provider to YCCO would be triggered for the difference up to the 85%.

In the event the Provider's minimum member services ratio falls above the 85% annual target, no payback would be required.

4.16. Measures and Outcome Tracking System or "MOTS". Provider shall ensure all Behavioral Health Providers that receive Certificates of Approval or a license from OHA shall enroll and maintain required data for YCCO members into the Measures and Outcomes Tracking System (MOTS).

4.17 Language Access. Provider shall complete the required language access and interpreter services survey sent by YCCO on an annual basis."

5. The last sentence of the first paragraph of Exhibit B of the Underlying Agreement is hereby amended to read as follows:
"The next available payout will be in calendar year 2024 for services rendered in 2023."
6. Exhibit B of the Underlying Agreement is hereby further amended to delete the fourth listed "Measure" ("Meaningful language access to culturally responsive health care services") and the accompanying "Measure Description".

7. The Subsection of Exhibit C of the Underlying Agreement entitled “Access to Records” is hereby deleted in its entirety, and replaced with the following:

“Access to Records and Facilities; Records Retention; Information Sharing. Exhibit D, Section 15 of the CCO Contract shall be delegated to Provider.

a. Provider shall maintain and require its Subcontractors to maintain all financial records relating to this Mental Health and Substance Abuse Disorder Services Agreement in accordance with best practices or National Association of Insurance Commissioners accounting standards. In addition, Provider shall maintain any other Records in such a manner as to clearly document Subcontractors performance. Provider acknowledges and agrees that Yamhill CCO, OHA, CMS, the Oregon Secretary of State, DHHS, the Office of the Inspector General, the Comptroller General of the United States, the Oregon Department of Justice (DOJ) Medicaid Fraud Control Unit and their duly authorized representatives shall have access to all Provider and Subcontractors Records for the purpose of performing examinations and audits and make excerpts and transcripts, evaluating compliance with this Mental Health and Substance Abuse Disorder Services Agreement, and to evaluate the quality, appropriateness and timeliness of services. Provider further acknowledges and agrees that the foregoing entities may, at any time, inspect the premises, physical facilities, computer systems, and any other equipment and facilities where Medicaid-related activities or Work is conducted or equipment is used (or both conducted and used).

(1) The right to audit under this section exists for 10 years from, as applicable, the Expiration Date or the date of termination, or from the date of completion of any audit, whichever is later.

(2) Upon request and without charge, Provider shall require that its Subcontractors provide a suitable work area and copying capabilities to facilitate such a review or audit. This right also includes timely and reasonable access to Subcontractor personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but shall last as long as the Records are retained.

b. Provider and Subcontractors shall retain and keep accessible all Records for the longer of ten years or:

(1) The retention period specified in this Mental Health and Substance Abuse Disorder Services Agreement for certain kinds of Records;

(2) The period as may be required by Applicable Law, including the records retention schedules set forth in OAR Chapters 410 and 166; or

(3) Until the conclusion of any audit, controversy or litigation arising out of or related to this Mental Health and Substance Abuse Disorder Services Agreement.

c. In accordance with OAR 410-141-5080, OHA has the right to provide the Oregon Department of Consumer and Business Services with information reported to OHA by Provider and its Subcontractors provided that OHA and DCBS have entered into information sharing agreements that govern the disclosure of such information.”

8. Ratification. Except as otherwise expressly modified by the terms of this Fifth 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.

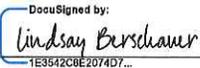
9. Authority. YCCO and Provider and each of the persons executing this Fifth Amendment on behalf of YCCO and Provider hereby covenants and warrants that: (i) such party has full right and authority to enter into this Fifth Amendment and has taken all action required to authorize such party (and each person executing this Fifth Amendment on behalf of such party) to enter into this Fifth Amendment, and (ii) the person signing on behalf of such party is authorized to do so on behalf of such entity.
10. Binding Effect. All of the covenants contained in this Fifth 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.
11. Counterparts. This Fifth Amendment may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Fifth Amendment.
12. Recitals. The foregoing recitals are intended to be a material part of this Fifth Amendment and are incorporated herein by this reference.

[remainder of page intentionally blank; signature page follows]

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

Yamhill County, Oregon

Yamhill Community Care Organization, Inc.

By: 
Name (printed) Lindsay Berschauer

By: Seamus McCarthy
Name (printed) Seamus McCarthy

Title: Chair, Board of Commissioners

Title: CEO

Dated: 2/1/2024

Dated: 12/21/2023

By: 
Name (printed) Kit Johnston
Title: Vice-Chair
Dated: 2/1/2024


Mary Starrett
Commissioner
2/1/2024

FORM APPROVED BY

By: 
Name Printed: Christian Boenisch
Title: County Counsel
Dated: 2/1/2024

Approved by the BOC on:12/21/23
via Board Order No.:23-460

Exhibit A Compensation

Part 1: PMPM Rates (Effective 01/01/2024)

| Direct Member Services | Base Per Member Per Month | Tier 1 QDP Per Member Per Month | Total Per Member Per Month |
|---|----------------------------------|--|-----------------------------------|
| Mental Health Outpatient* | \$19.00 | \$5.70 | \$24.70 |
| Mobile Crisis/Stabilization | \$7.39 | \$1.83 | \$9.22 |
| SUD Outpatient** | \$7.99 | \$2.40 | \$10.39 |
| Transitional Treatment Recovery Services*** | \$3.05 | N/A | \$3.05 |
| System of Care Wraparound | \$3.64 | N/A | \$3.64 |
| ACT/SE | \$2.48 | \$0.75 | \$3.23 |
| Intensive In-Home Behavioral Health Treatment (IIBHT) | \$0.55 | \$0.17 | \$0.72 |
| LMHA Care Coordination**** | \$0.94 | N/A | \$0.94 |
| 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 PMPM | \$45.69 | \$10.84 | \$56.53 |

*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.

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.

Part 2: Monthly Capacity Rates (Effective 01/01/2024)

| Direct Member Services | 01/01/24-06/30/24 | 07/01/24-12/31/24 | 01/01/24-12/31/24 |
|---|---------------------|---------------------|-----------------------|
| | Per Month | Per Month | Annual |
| Mental Health Outpatient – LCS - School-based mental health outpatient services | \$45,084.33 | \$45,084.33 | \$541,011.96 |
| Mental Health Respite | \$41,559.69 | \$41,559.69 | \$498,716.27 |
| Health Related Services | Per Month | Per Month | Annual |
| Project Able | \$5,462.10 | \$0.00 | \$32,772.60 |
| Dual Diagnosis Anonymous | \$2,326.70 | \$2,326.70 | \$27,920.40 |
| Warmline | \$2,250.39 | \$2,250.39 | \$27,004.62 |
| Lines for Life | \$9,137.84 | \$9,137.84 | \$109,654.03 |
| Provoking Hope (Responsible Dads) | \$5,684.16 | \$0.00 | \$34,104.97 |
| Total Capacity | \$111,505.20 | \$100,358.94 | \$1,271,184.84 |

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. 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.