

14 NOV -6 P4:21

**FIRST AMENDMENT TO AGREEMENT
CHEHALEM YOUTH AND FAMILY SERVICES
Oregon Health Plan Services**

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment #1") is made effective May 22, 2014, between **Yamhill County**, a political subdivision of the State of Oregon, acting by and through the Family and Youth Division of its Department of Health and Human Services ("County") and **Chehalem Youth and Family Services**, an Oregon nonprofit corporation, 501 E. First Street, PO Box 636, Newberg, Oregon, 97132, Tax Identification Number 93-0764541 ("Contractor"). DMAP provider ID #500625268

RECITALS:

A. County and Contractor are parties to that certain agreement dated as of May 13, 2013, for the period July 1, 2012 through June 30, 2015 (the "Underlying Agreement"), pursuant to which Contractor provides basic outpatient services to residents of facilities managed by Contractor where Oregon Health Plan (OHP) coverage has been assigned to Yamhill Community Care Organization (YCCO).

B. County and Contractor now desire to further amend the Underlying Agreement upon the terms and conditions as more particularly set forth herein below.

C. Capitalized terms not defined herein shall have the meanings attributed to such terms in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein below and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, County and Contractor, intending legally to be bound, hereby agree as follows:

1. Section 2 of the Underlying Agreement is hereby deleted in its entirety and replaced with the following:

"Section 2. Contractor's Services. Effective May 22, 2014, Contractor shall provide medically necessary short-term out-patient mental health treatment to children (0-19) and adults (19 and older) enrolled in YCCO with mild to moderate mental health conditions as defined by HHS level of care model levels one/A and two/B. Services to children and adults who require HHS level of care model system levels three and four will be referred to YCCO Behavioral Health Specialty Care.

In the event any of these individual are actively being seen for treatment by County, Contractor shall obtain approval from County and identify a coordinated plan of care. Other adult populations may be eligible for services on a case-by-case review and under the approval of the YCHHS Director or designee. Clients will be identified by Contractor, as well as via County staff who will be coordinating care and providing an array of counseling support services in a team-based environment that may include transferring appropriate clients to Contractor for services. The County HHS Director or designee will outline performance expectations. Level of Care (LOC) placement, quality performance measures and any other required internal/external activities.

Contractor shall submit claims through routine business practice through a vendor arrangement with a third party administrator of County's choice, currently Performance Health Technology (PH Tech). Contractor shall submit claims within 90 days of the date of

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service for routine claims. TPR claims or claims where there are complex billing problems must be submitted within 335 days in order for County to meet 365 day limit of State. Routine claims not received as described above will be denied. Should OHA set more stringent submission timelines during the duration of this contract, the new timelines will apply.

Effective October 1, 2014, Contractor will provide 2 FTE to provide services above.”

2. Section 3. **Regulations and Duties** Part A of the Underlying Agreement is hereby deleted in its entirety and replaced with the following:

“County and Contractor agree to comply with the rules and regulations of County, applicable state and federal regulations and all provisions of federal and state law relating to Contractor’s performance of services under this Agreement, including but not limited to compliance with data submission specifications by entering data in the MOTS (Measures and Outcome Tracking System) Client Entry Data Collection application as specified in the Oregon Health Authority’s (OHA) MOTS user guide located at:
<http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>.

In addition, the requirements of ORS 279B.200 through 279B.240 and Article XI, Section 10, of the Oregon Constitution are incorporated into this Agreement by reference.”

3. Section 4. **Reporting** Part B of the Underlying Agreement is amended to include the following:

“Contractor will comply with County’s utilization management protocols established in partnership with YCCO.”

4. The balance of Section 4 Part B remains unchanged.

5. Section 4. Reporting Part C of the Underlying Agreement is deleted in its entirety and replaced with the following:

“Effective July 1, 2014, Contract shall complete an annual rate study using the County recommend tool for providers (currently the Unit Cost Calculator as developed by Dale Jarvis) or an alternate method approved by the HHS Director or designee. This will establish the Contractor’s “Usual and Customary” (U&C) charges for billing / encounter data for the year and will generally be established each year effective July 1st unless otherwise defined by County. Any billing submitted for May 22, 2014 – September 30, 2014 will be reimbursed fee for service at the lessor of “contractor cost” or DMAP allowed, whichever is less as required under OHP regulations.”

6. Section 6. **Payment of Contract Part A** COMPENSATION FOR SERVICES of the Underlying Agreement is amended to increase the maximum payable for services to \$51,000 for the period of May 22, 2014 – September 30, 2014. Effective October 1, 2014, Contractor will receive \$16,054 as compensation for providing 2 FTE to provide medically necessary short-term out-patient mental health treatment services in Section 2 above. Shadow billing should be equal to an average \$16,054 per month during the period of October 1, 2014 through June 30, 2015. These encounters will be billed through routine business practice through a vendor arrangement with a third party administrator (PH Tech). Adjustment for final payment for performing the duties outlined in this amendment #1 will be adjusted after June 30, 2015 based on actual reported services for the contract period and meeting OHP eligibility qualified diagnoses. However, in no event shall additional compensation exceed more than \$14,449, beyond the monthly payments. The calculation to

determine the adjustment, if any, will be based on State of Oregon Medicaid FFS Procedure Codes and Reimbursement rates and standards in effect on the date of service for OHP eligible services. The maximum payable under this Agreement is now \$269,935.00.

The balance of Section 6, part A of the Underlying Agreement remains unchanged.

7. Section 6. Payment of Contract Part E is deleted effective October 1, 2014.

8. Section 11. Insurance of the Underlying agreement is hereby deleted in its entirety and replaced with the following:

"Contractor, at its expense, shall obtain the following insurance coverage and keep them in effect during the entire term of this Agreement (except with respect to Professional Liability Insurance, which shall be kept in effect for a period of the term of this Agreement plus two years):

- A. Workers' Compensation Insurance in compliance with statutory requirements;
- B. Commercial General Liability Insurance (including contractual liability and completed operations coverage, and coverage for liability resulting from hazardous substances), on an occurrence basis, with not less than \$1,000,000 per occurrence for bodily injury and property damage liability, with an annual aggregate limit of \$2,000,000;
- C. Professional Liability Insurance, including errors and omissions coverage, covering the provider assigned by Contractor to County pursuant to this Agreement, with a per occurrence and aggregate limit of not less than \$1,000,000, to protect against all loss suffered by County or third parties, including financial and consequential loss, caused by error, omission, or negligent acts related to provision of the Services;
- D. Commercial Automobile Liability Insurance, with a combined single limit, or the equivalent of not less than \$250,000 per occurrence, for bodily injury and property damage with respect to Contractor's vehicles, whether owned, hired, or non-owned, assigned to, or used by Contractor in connection with the Services;

The Commercial General Liability and Commercial Automobile Liability shall (i) name the State of Oregon and the County, its directors, officers, employees and agents as additional insureds and (ii) include a cross-liability and severability of interest clause and a waiver of subrogation clause but only with respect to Contractor's activities to be performed under this agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Provider shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Provider Contract, for a minimum of 24 months following the later of: (i) the Provider's completion and county's acceptance of all Services required under the Provider Contract or, (ii) the expiration of all warranty periods provided under the Provider Contract Notwithstanding the foregoing 24-month requirement, if the Provider elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonable available in the marketplace is less than the 24-month period described above, then the Provider may request and OHA may grant approval of the maximum "tail" coverage period reasonable available in the marketplace. If OHA approval is granted, the

Provider shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonable available in the marketplace.

The required insurance coverages shall be (i) with insurance companies admitted to do business in the state of Oregon and rated A or better by Best's Insurance Rating, and (ii) acceptable to County. At County's request, Contractor shall furnish County with certificates of insurance for each of the required insurance coverages. The certificates of insurance shall indicate (a) the types of insurance coverage, (b) the identity of all persons or entities covered, (c) the amounts of insurance coverage, and (d) the period of insurance coverage. Any required insurance coverage shall provide that it may not be canceled except after at least 30 days written notice to County."

9. The balance of the Underlying Agreement remains unchanged.

10. Ratification. Except as otherwise expressly modified by the terms of this Amendment #1, the Underlying Agreement shall remain unchanged and continue in full force and effect. All terms, covenants and conditions of the Underlying Agreement not expressly modified herein are hereby confirmed and ratified and remain in full force and effect, and constitute valid and binding obligations of County and Contractor enforceable according to the terms thereof.

11. Authority. County and Contractor and each of the persons executing this Amendment #1 on behalf of County and Contractor hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #1 and has taken all action required to authorize such party (and each person executing this Amendment #1 on behalf of such party) to enter into this Amendment #1, and (ii) the person signing on behalf of such party is authorized to do so on behalf of such entity.

12. Binding Effect. All of the covenants contained in this Amendment #1 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.

13. Counterparts. This Amendment #1 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #1.

14. Recitals. The foregoing recitals are intended to be a material part of this Amendment #1 and are incorporated herein by this reference.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Amendment #1 on the date indicated by their duly authorized officials.

**CHEHALEM YOUTH AND
FAMILY SERVICES**

YAMHILL COUNTY, OREGON

Deborah Cathers Seymour
(signature)

Allen Springer
ALLEN SPRINGER, Chair
Board of Commissioners

Date: 10/1/14

Date: 10-30-14

Deborah Cathers-Seymour
(printed name)

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

Executive Director
(title)

Date: 10/29/14

APPROVED AS TO FORM

By: Christian Boenisch
CHRISTIAN BOENISCH
County Counsel

Fed. Tax ID No: 93-0764541

Date: 10/29/14

Accepted by Yamhill County
Board of Commissioners on
10-30-14 by Board Order
14-1648

Chehalem Youth and Family Services
Budget Chehalem Counseling Center

Yamhill County Capacity Contract - 9 months beg Oct 1
Prep: 10-17-14

	Non Yamhill 9 mos	Yamhill CCO 9 mos	Clinic Total 9 mos fye 6-30-15
Practitioner FTE	7.20	2.00	9.20
Clinical Services			
Outpatient- Ins	409,500		409,500
Medicaid	46,758	144,492	191,250
Self-Pay	76,500		76,500
Grants- United Way \$17k & others	33,750		33,750
Contra Rev: Contr adj & charity 38%	-257,355		-257,355
Total Income	309,153	144,492	453,645
Salaries-PsyD	176,822	63,483	240,305
Salaries-Support Staff	49,476	20,195	69,671
Stipend - Doctoral Interns	19,600	8,000	27,600
Payroll Taxes- FICA & wbf	16,972	6,276	23,248
Payroll Taxes - WC & SUI	3,358	1,371	4,729
Employee Benefits	16,191	6,609	22,800
Retirement Plan 3 yr & 3%	799	326	1,125
Professional Services	639	261	900
CareCloud-6.2%	14,849	6,061	20,910
Supplies - Ofc	1,704	696	2,400
Rent	14,380	5,870	20,250
Utilities	2,077	848	2,925
Insurance	3,647	1,489	5,136
Agency Operations	5,486	2,239	7,725
Practitioner Liscensing	799	326	1,125
Travel	373	152	525
Professional Development	1,332	543	1,875
Other Expenses	933	380	1,313
Total Expense	329,437	125,125	454,562
NET PRG INCOME	-20,284	19,367	-917
Admin Allocation-see Agency Budget	-86,185	-19,367	-66,818
Net Operating Income	-67,734	-	-67,734

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