

**SIXTH AMENDMENT TO AGREEMENT
LUTHERAN COMMUNITY SERVICES NORTHWEST
Oregon Health Plan Services**

THIS SIXTH AMENDMENT TO AGREEMENT (“**Amendment #6**”) is made effective January 1, 2016 between **Yamhill County**, a political subdivision of the State of Oregon acting by and through its Family & Youth Division of the Department of Health and Human Services (“County”) and **Lutheran Community Services Northwest (LCSNW)**, an Oregon nonprofit corporation, 605 SE Cesar E. Chavez Boulevard, Portland, Oregon 97214, Tax Identification Number 93-0386860 (“Contractor”).

RECITALS:

A. County and Contractor are parties to that certain agreement dated as of October 10, 2012 (the “Underlying Agreement”), pursuant to which Contractor provides outpatient counseling and treatment services for persons suffering from mental disorders, who have insurance coverage under the Oregon Health Plan. The Underlying Agreement was first amended on May 2, 2013 to add additional services to families with children age 0-19, (“First Amendment”). The Underlying Agreement was further amended on November 14, 2013 (“Second Amendment”); August 14, 2014 (“Third Amendment”); July 2, 2015 (“Fourth Amendment” and on July 30, 2015 (“Fifth Amendment”).

B. County and Contractor now desire to 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 amended to include the following subsection B:

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

In addition, Contractor agrees to train staff on the DLA-20 functional assessment tool; to have three staff certified in the Train the Trainer for the DLA-20; to administer the annual customer satisfaction survey in the fall of 2016; and to capture outcome tool scores in Contractor's electronic health record (EHR) or other database for reporting purposes as detailed in the Lutheran Community Services funding application which is attached hereto as Exhibit A and which is incorporated herein by this reference."

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

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

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

B. Contractor agrees that the following shall be open for inspection by County, YCCO, OHA and Government Agencies or its agents, at any reasonable time during business hours: a) Services provided under this Agreement by Contractor; b) facilities used in conjunction with such Services; c) client records; d) Contractor's policies, procedures and performance data; e) information privacy and security records; f) financial records and other similar documents and records of Contractor that pertain, or may pertain, to Services under this Agreement. Contractor agrees to retain such records and documents for a period of seven years, or such longer period as may be prescribed for records and documents by the state archivist.

C. Contractor agrees to annually provide County with copies of their Fraud and Abuse policy and documentation of rate setting methodologies. County encourages Contractor to use the Jarvis rate setting tool. County may approve an alternative method if it demonstrates a similar level of thoroughness. Contractor will comply with County's quality and utilization management protocols established in partnership with YCCO and YCCO's Quality Assurance and Performance Improvement Plan. Contractor shall provide documentation regarding training, NPI numbers and background checks for each person providing services under this agreement where applicable upon request.

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

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

“Billing documents must be received by County at a minimum quarterly and within four (4) months of the date of service unless the claim meets one of the cases listed under OAR 410-141-3420 (1)(a) in which case claim must be submitted within twelve (12) months of the date of service. Should YCCO or OHA set more stringent submission timelines during the duration of this Agreement, the new timelines will apply. Routine claims not received as described above will be denied. Contractor must submit denied claims for reprocessing within 90 days of the original denial unless the claim meets one of the cases listed in OAR 410-141-3430, (4) (a) (C).

Contractor shall not bill YCCO members for services that are not covered under the YCCO contract with OHA 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 410-141-420.

Contractor shall receive a one-time payment of \$43,660 for a portion of Contractor’s costs associated with the implementation of the outcome tools as amended to the Underlying Agreement in this Amendment #6, Section 1 above.”

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

6. Section 26 “Medicare/Medicaid Participation” of the Underlying Agreement is hereby amended to include the following:

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

7. The balance of Section 26 of the Underlying Agreement remains unchanged.

8. Ratification. Except as otherwise expressly modified by the terms of this Amendment #6, the Underlying Agreement shall remain unchanged and continue in full force and effect. All terms, covenants and conditions of the Underlying Agreement not expressly modified herein are hereby confirmed and ratified and remain in full force and effect, and, as further amended hereby, constitute valid and binding obligations of Contractor enforceable according to the terms thereof.

9. Authority. County and Contractor and each of the persons executing this Amendment #6 on behalf of County and Contractor hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #6 and has taken all action required to authorize such party (and each person executing this Amendment #6 on behalf of such party) to enter into this Amendment #6, and (ii) the person signing on behalf of such party is authorized to do so on behalf of such entity.

10. Binding Effect. All of the covenants contained in this Amendment #6 shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives and permitted successors and assigns.

11. Counterparts. This Amendment #6 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #6.

12. Recitals. The foregoing recitals are intended to be a material part of this Amendment #6 and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed on the date indicated by their duly authorized officials, this Amendment #6 in duplicate, each of which shall be deemed an original on the date executed by all parties.

LUTHERAN COMMUNITY SERVICES NORTHWEST

By: 
(signature)
Date: 2/19/16

David Duea
(printed name)

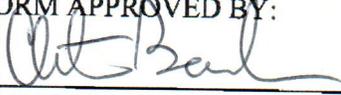
President & CEO
(title)

Fed. Tax I.D. No: 93-038-6860

YAMHILL COUNTY, OREGON


MARY STARRETT, Chair
Board of Commissioners
Date: 2-26-16


SILAS HALLORAN-STEINER, Director
Department of Health & Human Services
Date: 3/2/16

FORM APPROVED BY:

CHRISTIAN BOENISCH
County Counsel
Date: 2/29/16

Accepted by Yamhill County
Board of Commissioners on
2-18-16 by Board Order
16-52

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LUTHERAN COMMUNITY SERVICES NORTHWEST

YAMHILL COUNTY, OREGON

By: _____
(signature)
Date: _____

MARY STARRETT, Chair
Board of Commissioners
Date: _____

(printed name)

SILAS HALLORAN-STEINER, Director
Department of Health & Human Services
Date: _____

(title)

FORM APPROVED BY:


CHRISTIAN BOENISCH
County Counsel
Date: 2/25/16

Fed. Tax I.D. No: 93-038-6860

Accepted by Yamhill County
Board of Commissioners on
2-18-16 by Board Order
16-52



617 NE Davis St.
 McMinnville, OR 97128
 Phone: 503) 472-4020
 Fax: (503) 472-8630

Lutheran Community Services Funding application

Re: HHS Funding invitation for January, 1 2016- June, 30 2016

Below is our response to the funding outlined in an email on December 9, 2015. We appreciate the invitation to apply and hope that our proposal meets the intention of the funding priorities. We welcome the opportunity to adjust our applications as we were not 100% clear on the intentions or parameters around the funding opportunity. We have divided our request up into two sections. A. Represents the Outcome Measure and Satisfaction Survey support. B. Represents the support of the role out and oversight of the EHR. We believe that this is a good marriage of two new bodies of work with overlapping skills and workloads.

Narrative

- A. The Quality Manager will supervise the administration of the clinical screening tools at intake, at service conclusion, and as clinically indicated; and for supervising the administration of the DLA-20 Functional Assessment Tool during 2nd or 3rd session, quarterly, at service conclusion, and as clinically indicated.

The Quality Manager will review Mental Health Assessments, Mental Health Assessment Updates, Service Plans, Service Notes, and Service Conclusion Summaries for documentation of how QMHPs triangulate the scores from these tools with client self-report, collateral health information, and clinical observation to determine medical necessity and levels of care.

The Quality Manager will also help administer the Customer Satisfaction survey in the fall and help develop the Quality Improvement Plan for the mental health program and support the Quality Improvement Committee.

The Quality Manager will collect and report scores to YCHHS/YCCO in an approved format for quality management of behavioral health care providers and their treatment outcomes.

- B. The Quality Manager/Super User will maintain the EHR for LCSNW/Yamhill County. Responsibilities will include adding new users, setting up security for them, disabling users when they terminate employment, adding new services to dropdown menus when needed, adjusting usual and customary charges and reimbursement amounts when they change, and helping to roll out new functionality, updates, or both.



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The Quality Manager/Super User will support users when there are issues and problems with the software by working to fix the issue, support billing staff in adding new payers, contracts, and reimbursements when needed, and help billing staff problem solve when billings are rejected.

The Quality Manager/Super User will train new staff, update local staff of changes in EHR protocols, teach and promote best practices, provide continuing education trainings, and spot check user work to ensure best practices are applied and retrain if necessary.

Budget

Budget for Outcome Tool Implementation (A)				
	Hours/FTE	Number of staff	Cost	Total
Quality Manager*	0.4		80,000	\$ 16,000
*6 months				
DLA-20				
QMHP Training	4	8	30	\$ 960
Train the Trainer & orientation of staff	16	3	30	\$ 1,440
Custum EHR Build Out of YCCO Outcome tools*	45		80	\$ 3,600
*Core Solutions 360 will need the Outcome tools and data built into it's existing structure				
<i>Subtotal</i>				\$ 22,000
Electronic Health Record Budget (B)				
Quality Manger/Super user*	0.4		80,000	\$ 16,000
*6 months				
Supscription to EHR starting in February (700 a month)		5	8400	\$ 3,500
Antisipated increase in Contracted IT services	18		\$120	\$ 2,160
<i>Subtotal</i>				\$ 21,660
Outcome and Electronic Health Record Budget				
Total Request				\$ 43,660