

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

THIS SEVENTH AMENDMENT TO AGREEMENT (“**Amendment #7**”) is made effective July 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**”); July 30, 2015 (“**Fifth Amendment**”) and on March 2, 2016 (“**Sixth 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: “County and Contractor understand the Healthy Relationships (formerly known as Batterer Intervention Program) service array is now included as appropriate and documented as medically necessary. Effective July 1, 2016, Contractor will provide medically necessary Healthy Relationships treatment and counseling services to adults (19 and older) enrolled in Yamhill Community Care Organization. Additionally, Contractor will implement the Contract Improvement Plan attached hereto as Exhibit B effective July 1, 2016.”

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

3. Section 3 “Regulations and Duties; Compliance by Law of the Underlying Agreement is hereby amended to include the following: “In addition, Contractor agrees that Contractor has complied with the tax laws of the state of Oregon or a political subdivision of the state of Oregon, including ORS 305.620 and ORS Chapters 316, 317 and 318.”

4. The balance of Section 3 of the Underlying Agreement remains unchanged.

5. Section 5 “County Monitoring” of the Underlying agreement is hereby amended to include the following: “County will review the Contract Improvement Plan attached hereto as Exhibit B after three months to determine implementation progress. The Contract Improvement Plan will continue through January 2017.”

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

7. Section 6 of the Underlying Agreement is hereby deleted in its entirety and replaced with the following:

A. As compensation for performing duties required by Section 2, treatment and counseling to OHP members age 18 and under, following receipt and approval of billing documents, Contractor shall receive a monthly payment of \$17,240 on or about the first of the month following the month of service, effective July 1, 2016. The annual amount payable for these services is \$206,880 for 2.0 FTE (full time equivalent).

B. As compensation for performing the duties described in Exhibit A of Amendment #1 (“Exhibit A Services”), item A, medically necessary short-term and intensive services to families, following receipt and approval of billing documents, Contractor shall receive a monthly payment of \$6,116 per month per 1.0 FTE on or about the first of the month following the month of service, effective July 1, 2016. The annual amount payable for Exhibit A Services, item A is \$293,568 for 4.0 FTE.

C. As compensation for performing the duties described in Exhibit A of Amendment #1 (“Exhibit A” Services), item D, medically necessary and short-term outpatient family and individual therapy and case management to adults (19 and older) enrolled in YCCO OHP following receipt and approval of billing documents, Contractor shall receive a monthly payment of \$8,620 per 1.0 FTE on or about the first of the month following the month of service effective July 1, 2016. The annual amount payable for Exhibit A Services, item D is \$258,600 for 2.5 FTE.

D. Payment for the Healthy Relationships services will be at 50% of the program costs, \$1,667 per month effective July 1, 2016 through September 30, 2016. The payment shall be increased to full payment of \$3,333 per month after review of the Contract Improvement Plan and under the discretion of the HHS Director or designee. The annual amount payable for Healthy Relationships is \$34,998 for .34 FTE.

E. In addition, the Underlying Agreement allows for a final payment adjustment for performing the duties on each line of service in the Underlying Agreement. Effective July 1, 2016, the final payment adjustment will be calculated on the total of all service lines in the contract. The final payment will be adjusted after June 30<sup>th</sup> each year based on actual services reported for the prior twelve months ending June 30<sup>th</sup> and meeting OHP eligibility qualified diagnose. However, in no event shall additional compensation exceed more than 10% beyond the monthly payments, \$79,405 for the period of July 1, 2016 through June 30, 2017. 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.

F. To maintain compliance with Medicaid regulation, compensation will be calculated using the lesser of Oregon Medicaid rates or Contractor’s costs based on the use of the

Unit Cost Calculator as developed by Dale Jarvis or an alternate method approved by the HHS Director or designee.

G. Client records must be maintained in MOTS as specified in the OHA MOTS user guide. Encounters for services in this section will be billed through routine business practice through a vendor arrangement with a third part administrator of County's choice, currently PH Tech.

H. 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).

I. **EXCLUDED SERVICES.** Where Contractor is providing services under some other contract funding source, Contractor shall not be compensated under this Agreement for services to children or families even though they might otherwise be eligible for OHP.

J. 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.

8. Exhibit A "Business Associate Addendum" of the Underlying Agreement is hereby deleted in its entirety and replaced with the Business Associate – Qualified Service Organization Agreement attached hereto as Exhibit A, which is hereby incorporated herein by this reference.

9. The balance of the Underlying Agreement remains unchanged.

10. Ratification. Except as otherwise expressly modified by the terms of this Amendment #7, 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.

11. Authority. County and Contractor and each of the persons executing this Amendment #7 on behalf of County and Contractor hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #7 and has taken all action required to authorize such party (and each person executing this Amendment #7 on behalf of such party) to enter into this Amendment #7, 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 #7 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 #7 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #7.

14. Recitals. The foregoing recitals are intended to be a material part of this Amendment #7 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 #7 in duplicate, each of which shall be deemed an original on the date executed by all parties.

**LUTHERAN COMMUNITY SERVICES NORTHWEST**

By:   
(signature)  
Date: 8/14/16

David Duea  
(printed name)

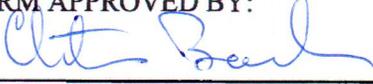
President & CEO  
(title)

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

**YAMHILL COUNTY, OREGON**

  
MARY STARRETT, Chair  
Board of Commissioners  
Date: 8/14/16

  
SILAS HALLORAN-STEINER, Director  
Department of Health & Human Services  
Date: 8/15/16

FORM APPROVED BY:  
  
CHRISTIAN BOENISCH  
County Counsel  
Date: 8/14/16

Accepted by Yamhill County  
Board of Commissioners on  
8.11.16 by Board Order  
# 14-321

**EXHIBIT A**  
**BUSINESS ASSOCIATE/QUALIFIED SERVICE ORGANIZATION AGREEMENT**

**RECITALS**

A. The CONTRACTOR may use and disclose Protected Health Information and Electronic Protected Health Information (“EPHI”) in the performance of its obligations under the Agreement; and

B. County operates a drug and alcohol treatment program subject to the Federal Confidentiality of Alcohol and Drug Abuse Patient Records law and regulations, 42 USC §290dd-2 and 42 CFR Part 2 (collectively, “Part 2”); if CONTRACTOR is a Qualified Service Organization (QSO) under Part 2 it also must agree to certain mandatory provisions regarding the use and disclosure of substance abuse treatment information with respect to the performance of its obligations under the Agreement; and

C. The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) and its implementing Privacy Rule and Security Rule, 45 CFR Parts 160 and 164, require that COUNTY, as a Covered Entity, obtain satisfactory assurances from its Business Associates, as that term is defined in the Privacy Rule and Security Rule, that they will comply with the Business Associate requirements set forth in 45 CFR 164.502(e) and 164.504(e) and as amended by the Health Information Technology for Economic and Clinical Health (“HITECH”) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (“ARRA”); CONTRACTOR is a Business Associate of COUNTY and desires to provide such assurances with respect to the performance of its obligations under the Agreement; and

D. Both COUNTY and CONTRACTOR are committed to compliance with the standards set forth in Part 2, the Privacy Rule and Security Rule as amended by the HITECH Act, and as they may be amended further from time to time, in the performance of their obligations under the Agreement.

**NOW, THEREFORE**, in consideration of mutual and valuable consideration which the parties hereby acknowledge as received, the parties agree as follows:

**AGREEMENT.** The parties agree that the following terms and conditions shall apply to the performance of their obligations under the Agreement, effective upon execution of this Amendment. Capitalized terms used, but not otherwise defined in this Amendment, shall have the same meaning as those terms in Part 2, the Privacy Rule and Security Rule.

**1. SERVICES.** Pursuant to the Agreement, CONTRACTOR provides certain services for or on behalf of COUNTY, as described in the Agreement, which may involve the use and disclosure of Protected Health Information and EPHI. CONTRACTOR may make use of Protected Health Information and EPHI to perform those services if authorized in the Agreement and not otherwise limited or prohibited by this Amendment, Part 2, the Privacy Rule, the Security Rule and other applicable federal or state laws or regulations. All other uses of Protected Health Information and EPHI are prohibited.

## **2. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR.**

(a) CONTRACTOR agrees to not use or disclose Protected Health Information or EPHI other than as permitted or required by the Agreement (as amended by this Amendment), and as permitted by Part 2, the Privacy Rule, the Security Rule or as required by Law. Notwithstanding any other language in this Agreement, CONTRACTOR acknowledges and agrees that any patient information it receives from COUNTY that is protected by Part 2 regulations is subject to protections that prohibit CONTRACTOR from disclosing such information to agents or subcontractors without the specific written consent of the subject individual.

(b) CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information and EPHI other than as provided for by the Agreement as amended by this Amendment, and if necessary will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by the Part 2 regulations.

(c) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information or EPHI by CONTRACTOR in violation of the requirements of the Agreement, as amended by this Amendment.

(d) CONTRACTOR agrees to report to COUNTY, as promptly as possible, any use or disclosure of the Protected Health Information or EPHI not provided for by the Agreement, as amended by this Amendment, of which it becomes aware.

(e) CONTRACTOR agrees to ensure that any agent, including a contract hearing officer or other subcontractor, to whom it provides Protected Health Information or EPHI received from, or created or received by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply through the Agreement, as amended by this Amendment, to CONTRACTOR with respect to such information.

(f) CONTRACTOR agrees to provide access, at the request of COUNTY, and in the time and manner designated by COUNTY, to Protected Health Information and EPHI in a Designated Record Set (the hearing file), to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR 164.524.

(g) CONTRACTOR agrees to make any amendment(s) to Protected Health Information and EPHI in a Designated Record Set that the COUNTY directs or agrees to pursuant to 45 CFR 164.526 at the request of COUNTY or an Individual, and in the time and manner designated by COUNTY.

(h) CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures and any Protected Health Information or EPHI, relating to the use and disclosure of Protected Health Information and EPHI received from, or created or received by CONTRACTOR on behalf of COUNTY, available to COUNTY or to the Secretary, within the time and in the manner designated by COUNTY or the Secretary, for purposes of the Secretary determining COUNTY's compliance with Part 2, the Privacy Rule or Security Rule.

(i) CONTRACTOR agrees to refer requests for disclosures of Protected Health Information and EPHI to the COUNTY for response, except for requests related to conducting the contested case

hearing. To the extent CONTRACTOR discloses Protected Health Information or EPHI for purposes not related to conducting the contested case hearing, CONTRACTOR agrees to document such disclosures to the extent such documentation is required for COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information and EPHI in accordance with 45 CFR 164.528.

(j) CONTRACTOR agrees to provide to COUNTY or an Individual, in time and manner to be designated by COUNTY, information collected in accordance with Section 2(i) of this Amendment, to permit COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information and EPHI in accordance with 45 CFR 164.528.

(k) CONTRACTOR agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the EPHI that it creates, receives, maintains, or transmits on behalf of the COUNTY.

(l) In the event of Discovery of a Breach of Unsecured Protected Health Information, CONTRACTOR shall:

(i) Notify the COUNTY of such Breach. Notification shall include identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by CONTRACTOR to have been accessed, acquired or disclosed during such Breach and any other information as may be reasonably required by the COUNTY necessary for the COUNTY to meet its notification obligations;

(ii) Confer with the COUNTY as to the preparation and issuance of an appropriate notice to each individual whose Unsecured Protected Health Information has been, or is reasonably believed by CONTRACTOR to have been accessed, acquired or disclosed as a result of such Breach;

(iii) Where the Breach involves more than 500 individuals, confer with the COUNTY as to the preparation and issuance of an appropriate notice to prominent media outlets within the State or as appropriate, local jurisdictions; and,

(iv) Confer with the COUNTY as to the preparation and issuance of an appropriate notice to the Secretary of DHHS of Unsecured Protected Health Information that has been acquired or disclosed in a Breach. CONTRACTOR understands that if the Breach was with respect to 500 or more individuals, such notice to the Secretary must be provided immediately, and therefore, time is of the essence in the obligation to confer with the COUNTY. If the Breach was with respect to less than 500 individuals, a log may be maintained of any such Breach and the log shall be provided to the Secretary annually documenting such Breaches occurring during the year involved.

(v) Except as set forth in (vi) below, notifications required by this section are required to be made without unreasonable delay and in no case later than 60 calendar days after the Discovery of a Breach. Therefore, the notification of a Breach to the COUNTY shall be made as soon as possible and CONTRACTOR shall confer with the COUNTY as soon as practicable thereafter, but in no event, shall notification to the COUNTY be later than 30 calendar days after the Discovery of a Breach. Any notice shall be provided in the manner required by the HITECH Act, sec 13402(e) and (f), Public Law 111-5, 45 CFR 164.404 through 164.410 and as agreed upon by the COUNTY.

(vi) Any notification required by this section may be delayed by a law enforcement official in accordance with the HITECH Act, sec 13402(g), Public Law 111-5.

(vii) For purposes of this section, the terms “Unsecured Protected Health Information” and “Breach” shall have the meaning set forth in 45 CFR § 164.402. A Breach will be considered as “Discovered” in accordance with the HITECH Act, sec 13402(c), Public Law 111-5, 45 CFR 164.404(a)(2).

(m) CONTRACTOR shall comply with 45 C.F.R. 164.308, 164.310, 164.312 and 164.316 and all requirements of the HITECH Act, Public Law 111-5, that relate to security and that are made applicable to Covered Entities, as if CONTRACTOR were a Covered Entity.

(n) CONTRACTOR shall be liable to the COUNTY, and shall indemnify the COUNTY for any and all direct costs incurred by the COUNTY, including, but not limited to, costs of issuing any notices required by HITECH or any other applicable law, as a result of CONTRACTOR’s Breach of Unsecured Protected Health Information.

### **3. PERMITTED USES AND DISCLOSURES BY CONTRACTOR.**

#### **(a) General Use and Disclosure Provisions.**

(1) Except as otherwise limited or prohibited by this Amendment, CONTRACTOR may use or disclose Protected Health Information and EPHI to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement and this Amendment, provided that such use or disclosure would not violate Part 2, the Privacy Rule or Security Rule if done by COUNTY or the minimum necessary policies and procedures of COUNTY.

(2) COUNTY has determined that disclosures to CONTRACTOR under the Agreement are necessary and appropriate for COUNTY’s Treatment, Services, Payment and/or Health Care Operations under Part 2, the HIPAA Privacy Rule and Security Rule and Required By Law under Or Laws 1999, ch. 849 (HB 2525).

(3) All applicable federal and state confidentiality or privacy statutes or regulations, and related procedures, continue to apply to the uses and disclosures of information under this Amendment, except to the extent preempted by Part 2 or the HIPAA Privacy Rule and Security Rule.

#### **(b) Specific Use and Disclosure Provisions.**

(1) Except as otherwise limited in this Amendment, CONTRACTOR may use Protected Health Information and EPHI for the proper management and administration of the CONTRACTOR or to carry out the legal responsibilities of the CONTRACTOR.

(2) Except as otherwise limited in this Amendment, CONTRACTOR may disclose Protected Health Information and EPHI for the proper management and administration of the CONTRACTOR, provided that disclosures are Required By Law, or CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached.

(3) CONTRACTOR may use Protected Health Information and EPHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

(4) CONTRACTOR may not aggregate or compile COUNTY's Protected Health Information or EPHI with the Protected Health Information or EPHI of other Covered Entities unless the Agreement permits CONTRACTOR to perform Data Aggregation services. If the Agreement permits CONTRACTOR to provide Data Aggregation services, CONTRACTOR may use Protected Health Information and EPHI to provide the Data Aggregation services requested by COUNTY as permitted by 45 CFR 164.504(e)(2)(i)(B), subject to any limitations contained in this Amendment. If Data Aggregation services are requested by COUNTY, CONTRACTOR is authorized to aggregate COUNTY's Protected Health Information and EPHI with Protected Health Information or EPHI of other Covered Entities that the CONTRACTOR has in its possession through its capacity as a CONTRACTOR to such other Covered Entities provided that the purpose of such aggregation is to provide COUNTY with data analysis relating to the Health Care Operations of COUNTY. Under no circumstances may CONTRACTOR disclose Protected Health Information or EPHI of COUNTY to another Covered Entity absent the express authorization of COUNTY.

#### **4. OBLIGATIONS OF COUNTY.**

(a) COUNTY shall notify CONTRACTOR of any limitation(s) in its notice of privacy practices of COUNTY in accordance with 45 CFR 164.520, to the extent that such limitation may affect CONTRACTOR's use or disclosure of Protected Health Information and EPHI. COUNTY may satisfy this obligation by providing CONTRACTOR with COUNTY's most current Notice of Privacy Practices.

(b) COUNTY shall notify CONTRACTOR of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information or EPHI, to the extent that such changes may affect CONTRACTOR's use or disclosure of Protected Health Information and EPHI.

(c) COUNTY shall notify CONTRACTOR of any restriction to the use or disclosure of Protected Health Information or EPHI that COUNTY has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect CONTRACTOR's use or disclosure of Protected Health Information or EPHI.

#### **5. PERMISSIBLE REQUESTS BY COUNTY.**

(a) COUNTY shall not request CONTRACTOR to use or disclose Protected Health Information or EPHI in any manner that would not be permissible under Part 2, the Privacy Rule or Security Rule if done by COUNTY, except as permitted by Section 3(b) above.

(b) COUNTY may conduct a survey of CONTRACTOR with respect to CONTRACTOR's compliance with the terms of this Agreement and applicable law for the establishment of policies and procedures for the safeguarding of any Protected Health Information and EPHI provided to CONTRACTOR by COUNTY. CONTRACTOR shall implement any recommendations of COUNTY resulting from such surveys as may be reasonably necessary to ensure compliance with the terms of this Agreement and applicable law for the safeguarding of any Protected Health Information and EPHI provided to CONTRACTOR by COUNTY.

## 6. TERM AND TERMINATION.

(a) Effective Date; Term. This Amendment shall be effective on the date on which all parties have executed it and all necessary approvals, if any, have been granted. This Amendment shall terminate on the earlier of (i) the date of termination of the Agreement, or (ii) the date on which termination of the Amendment is effective under Section 6(b).

(b) Termination for Cause. In addition to any other rights or remedies provided in this Agreement, upon either the COUNTY's or CONTRACTOR's knowledge of a material breach by the other party of that party's obligations under this Amendment, the party not in breach shall either:

(1) Notify the other party of the breach and specify a reasonable opportunity in the Notice of Breach to the party in breach to cure the breach or end the violation, and terminate the Agreement and this Amendment if the party in breach does not cure the breach of the terms of this Amendment or end the violation within the time specified;

(2) Immediately terminate the Agreement and this Amendment if the party in breach has breached a material term of this Amendment and cure is not possible in the reasonable judgment of the party not in breach; or

(3) If neither termination nor cure is feasible, the party not in breach shall report the violation to the Secretary.

(4) The rights and remedies provided in this Amendment are in addition to any rights and remedies provided in the Agreement.

(c) Effect of Termination.

(1) Except as provided in paragraph (2) of this Section 6(c), upon termination of the Agreement and this Amendment, for any reason, the party in breach shall, at the other party's option, return or destroy all Protected Health Information and EPHI received from the other party, or created or received by CONTRACTOR on behalf of COUNTY. This provision shall apply to Protected Health Information and EPHI that is in the possession of CONTRACTOR or agents of CONTRACTOR. CONTRACTOR shall retain no copies of the Protected Health Information or EPHI.

(2) In the event that CONTRACTOR determines that returning or destroying the Protected Health Information or EPHI is infeasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or destruction infeasible. Upon COUNTY's written acknowledgement that return or destruction of Protected Health Information or EPHI is infeasible, CONTRACTOR shall extend the protections of this Amendment to such Protected Health Information and EPHI and limit further uses and disclosures of such Protected Health Information and EPHI to those purposes that make the return or destruction infeasible, for so long as CONTRACTOR maintains such Protected Health Information or EPHI.

## 7. MISCELLANEOUS.

(a) Regulatory References. A reference in this Amendment to a section in Part 2, the Privacy Rule, or Security Rule, or the HITECH Act means the section in effect as of the effective date of this Amendment or as the Rules may be subsequently amended from time to time.

(b) Amendment; Waiver. The Parties agree to take such action as is necessary to amend the Agreement and this Amendment from time to time as is necessary for COUNTY to comply with the requirements of Part 2, the Privacy Rule, Security Rule, HIPAA and the HITECH Act. No provision hereof shall be deemed waived unless in writing, duly signed by authorized representatives of the parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy under this Amendment.

(c) Survival. The respective rights and obligations of CONTRACTOR under Section 6(c), this Section 7(c), and Section 7(e) of this Amendment shall survive the termination of the Agreement and this Amendment.

(d) Interpretation; Order of Precedence. Any ambiguity in this Amendment or the Agreement shall be resolved to permit COUNTY to comply with Part 2, the Privacy Rule, Security Rule and the HITECH Act. The terms of this Amendment amend and supplement the terms of the Agreement, and whenever possible, all terms and conditions in this Amendment and the Agreement are to be harmonized. In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control; provided, however, that this Amendment shall not supercede any other federal or state law or regulation governing the legal relationship of the parties, or the confidentiality of records or information, except to the extent that HIPAA preempts those laws or regulations. In the event of any conflict between the provisions of the Agreement (as amended by this Amendment) and Part 2, the Privacy Rule or the Security Rule, the more stringent rule shall apply.

(e) No Third-Party Beneficiaries. COUNTY and CONTRACTOR are the only parties to this Amendment and are the only parties entitled to enforce its terms. Nothing in this Amendment gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Amendment.

(f) Successors and Assigns. The provisions of this Amendment and the Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, if any.

(g) Except As Amended. Except as amended by this Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

(signature page follows)

**8. SIGNATURES.**

By signing this Amendment, the parties certify that they have read and understood this Amendment, that they agree to be bound by the terms of this Amendment and the Agreement, as amended, and that they have the authority to sign this Amendment.

**CONTRACTOR:**

By:   
David Duea  
Title: President & CEO  
Date: 8/4/16

**COUNTY:**

By:   
Title: HHS DIRECTOR  
Date: 8/5/16

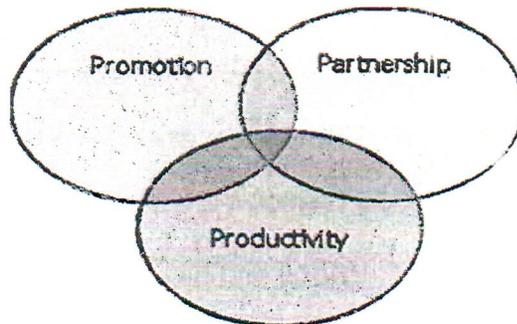
Accepted by Yamhill County  
Board of Commissioners on  
8.11.16 by Board Order  
# 16-327



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

**Contract Improvement plan for the Adult Portion of the Mental Health contract  
between LCS and Yamhill County Health and Human Services**

**Service Utilization**



In an effort to continue to increase encounters under our Adult Services Capitation, LCS will focus on the following initiatives from July 1, 2016 to January 1, 2017.

**P**romotion- through face to face or digital correspondence with the following groups

- Behaviorists
- PCP's
- DHS self-sufficiency (Via new contact)
- DHS Child-welfare (Via existing contacts)
- Community Corrections
- Churches
- Non-profit Partner

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**Targets**

- 2 face to face outreach activities a month between July and January.
- 4 Digital Outreach activities a month between July and January.

**P**artnership- LCS will leverage existing Partnerships to increase access for Adult clients

- Groups with Adult Mental Health
- Out stationed Therapist at Henderson House
- Formal Partnership with DHS self-sufficiency

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**Targets**

- Two groups for adults completed by January of 2017.



Lutheran Community Services Northwest  
partners with individuals, families and communities for health, justice and hope.

Serving Yamhill County since 1983

- Clinician out stationed at Henderson House by September 2016.
- Launch new program with DHS self-sufficiency and track referrals to LCS MH services.

**P**roductivity- We will maximize our internal productivity to ensure we are efficiently utilizing our capacity

- Concurrent Documentation
- EHR Implementation
- Addition of QMHP Intern Capacity
- Tightening up Billing to prevent denials

**Targets**

- By October of 2016 be at 88% of our capitation
- By January of 2017 be at 92% of our capitation.
- By April of 2017 be at 95%-100% of our capitation

Billing and back office

**P**osting and Payment

- Eligibility will be verified prior to assessment and then during the first week of the month thereafter. (Billing Specialist)
- Staff and Interns will have DMAP ID from the state and set up in our billing software prior to them delivering services. (Operations)
- Authorizations
  - With HHS help, Billing Specialist gain the ability to process eligibility request from PH Tec.
  - Authorization will be submitted weekly and reports will be run weekly. (Billing Specialist)
- Weekly EOB reports will be used to identify denials for quick fixes (Billing Specialist and Clinic Manager)

**Targets**

- Eligibility denials will be reduced to 1% of total billable by October of 2016.
- Service code denials will be reduced 1% by October of 2016.

	Problem	Solution	Who	When
Eligibility Checking	OHP eligibility was not verified often enough to effectively minimize uninsured encounters.	OHP eligibility will be verified for each encounter.	LCS Office Specialist	The day before the scheduled appointment.
DMAP ID	Claims submitted without clinician-specific DMAP numbers were billed with "Lutheran Community	Students and interns will apply for a DMAP ID upon beginning employment	LCS Operations Manager  LCS Billing	September 2016 with new student and intern orientation

	Services" as the rendering provider and had to be voided and resubmitted with the correct rendering provider name and ID	with LCS. LCS billing software will be set at the rendering provider level (not agency level) even if the DMAP ID is not yet received.	Specialist	
Authorizations	Billing Specialist withheld authorization requests were held too long, waiting for access to submit them herself.	Billing Specialist will gain access to submit authorization requests herself. Authorization requests will be submitted on a weekly basis. Additionally, open authorization reports will be run to produce "caseload" reports that will facilitate review of level of care and start/end dates.	HHS  LCS Billing Specialist  LCS Billing Specialist	As soon as possible  Every week.  Every week.
Denials	A significant percentage of claims denials or rejections resulted from: <ul style="list-style-type: none"> <li>coding inaccuracies.</li> <li>discrepancies between MOTS data and OHP data.</li> </ul>	Denials will be reprocessed within 90 days of the original denial.	LCS Clinic Manager LCS Quality Manager  LCS Billing Specialist	Denials will be reprocessed on a weekly basis.

Progress on these initiatives and the resulting utilization will be reviewed in October of 2016 and January of 2017.

  
Jordan Robinson, MSW  
Area Director  
Lutheran Community Services NW

  
Anthony Terndrup, Ph.D.  
Clinic Manager/Clinical  
Lutheran Community Services Northwest