

**SECOND AMENDMENT TO MENTAL HEALTH AND  
SUBSTANCE USE DISORDERS SERVICES  
DELEGATION AGREEMENT**

THIS SECOND AMENDMENT TO MENTAL HEALTH AND SUBSTANCE USE DISORDERS SERVICES DELEGATION AGREEMENT (this "*Second Amendment*") dated this 18 day of August, 2016, is entered into by and between Yamhill County Care Organization, Inc., an Oregon nonprofit public benefit corporation dba Yamhill Community Care Organization ("*Yamhill CCO*" or "*YCCO*"), and Yamhill County, a political subdivision of the State of Oregon, acting by and through Yamhill County Health and Human Services Department ("*YCHHS*" or "*HHS*").

**RECITALS**

- A. Yamhill CCO and YCHHS entered into a Mental Health and Substance Abuse Disorders Services Delegation Agreement dated January 1, 2015 ("*2015 Agreement*")
- B. Yamhill CCO and YCHHS entered into a First Amendment to Mental Health and Substance Use Disorders Services Delegation Agreement dated January 1, 2016 ("*2016 Amendment*").
- C. Yamhill CCO and HHS entered into their first agreement at the initial formation of Yamhill CCO in 2012 that included MVBCN and HHS as sub capitated entities who were to manage and/or deliver Mental Health and Substance Use services for Yamhill CCO members. In January of 2015 MVBCN took a much more limited role in authorization and management of these services and in January 2016, HHS became the principal entity to manage Behavioral Health Services for Yamhill CCO and was designated as the single BH Risk Accepting Entity (RAE). In that role as BH RAE, HHS serves as the primary contact with Yamhill CCO for BH provider agencies, and for YCCO's contract with Performance Health Technology Inc. for its claims processing services for Behavioral Health.
- D. On May 25th 2016 a MOU was created by YCCO, HHS and PHTech and is attached for reference to this amendment as Attachment B ("*MOU*"). This Attachment B updates and articulates specific responsibilities of HHS on behalf of Yamhill CCO Behavioral Health. Yamhill CCO and HHS acknowledge and agree that the responsibilities as spelled out in the MOU are hereby incorporated into this 2015 Agreement.
- E. The purpose of this Second Amendment is to further amend the 2015 Agreement to reflect the new ABA rate effective July 1, 2016 and to include certain additional optional services to be provided by HHS to YCCO and the rates applicable thereto
- F. Capitalized terms used in this Second Amendment, but not otherwise defined in this Second Amendment shall have the same meaning as those in the 2015 Agreement, and the CCO Contract, in that order of priority.

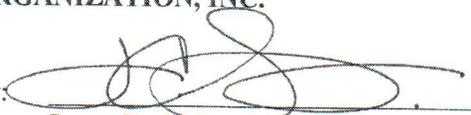
NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

**AGREEMENT**

1. Effective date. The effective date of this Second Amendment shall be July 1, 2016.
2. Amendments to Section 3 of the 2015 Agreement. Section 3 of the 2015 Agreement is hereby amended to include the additional services detailed in Section 3 of Attachment A, which is attached hereto and incorporated herein by this reference.
3. Amendments to Exhibit E of the 2015 Agreement. Exhibit E (Compensation) of the 2015 Agreement set forth the Compensation provisions for the 2015 contract year. This Second Amendment hereby amends Exhibit E of the 2015 Agreement as provided on Attachment A to this Second Amendment, including rates for the additional services detailed in Section 3 of Attachment A.
4. Ratification. Except as expressly amended by this Second Amendment, the 2015 Agreement shall remain in full force and effect according to its terms.
5. Recitals. The recitals appearing at the top of this Second Amendment are incorporated into this Second Amendment as if fully set forth herein.

The parties hereto have caused this Second Amendment to be duly executed by their duly authorized officers as of the date set forth above.

**YAMHILL COUNTY CARE ORGANIZATION, INC.**

By:   
James D. Carlough, Jr.  
President & Chief Executive Officer

Date: 8/5/2016

**YAMHILL COUNTY BOARD OF COMMISSIONERS**

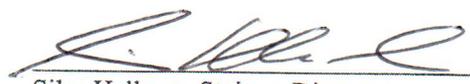
By:   
Mary Starrett, Chair

Date: 8/18/16

**APPROVED AS TO FORM**

By:   
Christian Boenisch  
County Counsel

Date: 8/22/16

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

Date: 8/11/16

Accepted by Yamhill County  
Board of Commissioners on  
8.18.16 by Board Order  
# 16-335

ATTACHMENT A

1. Rates below are amended to reflect the addition of the new ABA rate effective 7/1/2016.
  - a. The figures below represent the Net Due HHS resulting from the added ABA benefit delegated by Yamhill CCO to HHS. (the 2.25% withhold has already been applied to ABA)
  - b. No changes are implied in this amendment to prior contract language related to the planned January 2017 2.4% trend adjustment for Behavioral Health.

Eligibility Group	Base Net PMPM	ABA	Total Net PMPM	Eligibility Group	Base Net PMPM	ABA	Total Net PMPM
<b>YCCO - a,b</b>				<b>YCCO - e,g</b>			
TANF	41.67	-	41.67	TANF	87.72	-	87.72
PLMA	41.67	-	41.67	PLMA	87.72	-	87.72
CHILD 00-01	41.67	0.03	41.70	CHILD 00-01	87.72	0.03	87.75
CHILD 01-05	41.67	8.67	50.34	CHILD 01-05	87.72	8.67	96.39
CHILD 06-18	41.67	0.96	42.62	CHILD 06-18	87.72	0.96	88.67
ABAD-MED	41.67	-	41.67	ABAD-MED	87.72	-	87.72
ABAD	41.67	0.41	42.08	ABAD	87.72	0.41	88.13
OAA-MED	41.67	-	41.67	OAA-MED	87.72	-	87.72
OAA	41.67	0.41	42.08	OAA	87.72	0.41	88.13
CAF	41.67	2.43	44.10	CAF	87.72	2.43	90.15
ACA19-44	62.13	-	62.13	ACA19-44	42.44	-	42.44
ACA45-54	62.13	-	62.13	ACA45-54	42.44	-	42.44
ACA55-64	62.13	-	62.13	ACA55-64	42.44	-	42.44
SNRG	41.67	-	41.67	SNRG	87.72	-	87.72

2. Contract language for corridor reporting,
  - a. As the BH Risk Accepting Entity, HHS is responsible for
    - i. Authorizing and paying for approved ABA services as defined by OHA.
    - ii. Monitoring service utilization and completing the ABA Risk Corridor report for OHA in collaboration with CareOregon as necessary.
    - iii. Forecasting and communicating any potential ABA Risk Corridor payment to or from OHA to Yamhill CCO and its Administrative Service Organization if requested by Yamhill CCO.
  - b. ABA Settlement Process –
    - i. In the event of a recoupment by OHA for an overpayment to YCCO for ABA, HHS will refund the required repayment portion it received (note – this is the net of the 2.25% admin withhold) to YCCO. Yamhill CCO will refund the funds from HHS plus the corresponding 2.25% withhold in a payment to OHA.
    - ii. In the event of an underpayment by OHA for ABA, OHA pays Yamhill CCO additional funds for ABA claims based on the Risk Corridor rules. Yamhill CCO will forward these funds to YCHHS (after 2.25% admin withhold).
    - iii. The report will be completed by HHS and submitted to Yamhill CCO or its designee according at least 10 days prior to the OHA reporting due dates for the ABA settlement process.
    - iv.
3. HHS may, at the request of YCCO, use the YCHHS analytics teams to aid YCCO in the review of claims, membership, outcome or other data relevant to serving YCCO member. Examples include but are not limited to: analyzing the utilization by YCCO member of Emergency Department or Behavioral Health or flexible and/or prevention services and the impact on desired health outcomes of members, profiles, utilization or other data that may assist YCCO in seeking new funding to assist its members.

Rates for these additional services:

\$145 per hour for time spent directly on YCCO projects where HHS (as the BH RAE) bears no responsibility for the effort.

\$72.50 per hour where the purpose of the analyses is jointly the responsibility of HHS (as the BH RAE) and the responsibility of YCCO for Physical, Dental, NEMT, FLEX or other services.

Exhibit B

MOU  
Memorandum of Understanding  
Yamhill CCO & Yamhill Health and Human Services & PHTech  
May 25, 2016

**Overview:** At its formation in November 2012, Yamhill Community Care Organization (Yamhill CCO) contracted with MVBCN to manage the YAMHILL CCO Behavioral Health services and function as the BH Risk Accepting Entity (RAE). In 2014, it was mutually agreed by MVBCN, YAMHILL CCO and HHS that in January 2015 HHS would assume primary responsibility for management of most YAMHILL CCO Behavioral Health (BH) services as well as function as the BH RAE. Later in 2015, it was agreed that HHS would assume all functions for YAMHILL CCO BH management and as the RAE for all aspects of Behavioral Health effective January 1, 2016.

As of May 2016, the transition to HHS has been relatively smooth. This MOU was prepared to memorialize this change and further articulate the respective roles and responsibilities under the contract between YAMHILL CCO and HHS. This MOU is intended to be shared with internal staff and key BH partners such as PHTech, CareOregon, and others.

**Responsibilities of YCHHS as the Behavioral Health RAE**

1. Pay PHTech for Behavioral Health monthly for claims management services at the contracted PMPM fee.
  - a. Where required, HHS will reimburse PHTech for supplies related to NOA's as outlined in the current contract between PHTech and YAMHILL CCO. This will be itemized on monthly invoice to YAMHILL CCO (Teresa, Rachael will provide data analyses of type and volume and Christina M will work with YAMHILL CCO to verify when NOA's are to be sent to YAMHILL CCO members).
2. The contract with PHTech was initially set up in 2015 between YAMHILL CCO and PHTech for claims management as a 3 year contract. At the time of renewal, YAMHILL CCO, PHTech, and HHS will determine what if any changes need to be made to the contract for BH claims management
3. General Duties:
  - a. Receives, reviews, approves, and funds all YAMHILL CCO Behavioral Health In-Patient and Out-Patient services with providers via contract or single case agreements.
4. BH Authorizations for services, EDI Issues, Timely Filing Waivers, BH Compliance Issues, CIM Access Review (including setup and termination), Auto Approval Rules, Grievances and Appeals
5. Reviews, approves and funds for YAMHILL CCO Flex and other non-medical YAMHILL CCO Behavioral Health services.
6. Collaboration with BH supporting organizations (like PHTech) on new or emerging changes in OHA, CMS or other requirements impacting BH claims processing or management.
  - a. By way of example, the 2016 Notice of Denial (NOD) requirement
7. Trust Account: (shifted from YAMHILL CCO responsibility to HHS responsibility as of 1/1/2016).
  - a. Responsible for approval and payment for wire transfers to trust account, request reconciliation or additional documentation as needed for audit purposes.
  - b. As part of 1/1/2015 transition, payments for some residual YAMHILL CCO 2015 BH Adult IP claims remain the financial responsibility of YAMHILL CCO. HHS is responsible for continued monthly monitoring of the 2015 claims (paid in 2016) and reporting quarterly to the YAMHILL CCO BH Systems Admin committee YAMHILL CCO. The committee will

periodically make necessary payment adjustments until 12/31/2016 to complete this claw-back process.

8. Innovative, new or changed OHP Behavioral Health Services:
  - a. When new BH services are funded or otherwise changed by OHA, HHS is responsible for the related program and operation changes, including but not limited to authorization structure, new modifiers, fee schedule modifications, provider setup.
  - b. For BH services not found on the DMAP FFS schedule as a covered BH benefit, HHS will collaborate with YAMHILL CCO in decisions to add, change or exclude services at the YAMHILL CCO BH systems Admin council.
9. Data management and Review:
  - a. HHS will receive weekly data sets for YAMHILL CCO BH from PHTech in the form of eligibility files, claims files and reports and prepare BH reports as defined by contract between OHA and YAMHILL CCO for BH, or by contract between HHS and YAMHILL CCO.
10. BH Data Reporting:
  - a. HHS is the primary contact for routine reporting to YAMHILL CCO, OHA and others for behavioral health. Requests or coordination for reports should be made to Christina Malae, HHS Business Services Manager
  - b. Partner agencies involved in routine reporting on BH services will coordinate with the HHS Business Services Manager to ensure thoroughness and accuracy of YAMHILL CCO BH related reports.
  - c. HHS will monitor and report on OHA metrics related to BH. HHS will report and/or review other OHA or YAMHILL CCO metrics that applies multiple YAMHILL CCO service lines where BH services are included.
  - d. HHS will review PHTech Service Level Agreement (SLA) reports monthly. Issues or concerns will be addressed in the YAMHILL CCO BH operations or YAMHILL CCO Systems Admin meeting.

#### Responsibilities of YAMHILL CCO

1. Contract and payments to HHS as BH RAE
2. Contract and payments with PHTech for services other than BH claims management ( i.e data warehouse, NEMT) .
3. YAMHILL CCO (business intelligence specialist) will provide a final monthly member count to PHTech each month (and copy HHS) that reflects actual member months
4. Reports:
  - a. YAMHILL CCO will be responsible to import weekly BH raw data via PHTech on a routine basis for the purpose of building the YAMHILL CCO data warehouse.
  - b. By contract YAMHILL CCO is responsible to OHA and other funding entities for certain quality assurances. Where YAMHILL CCO is required, or the YAMHILL CCO's business manager has determined it is necessary, BH services data may be requested directly from HHS partner agencies and organizations rather than via the HHS business manager. To achieve our collective goal of ensuring accurate and complete BH data, HHS should be offered an opportunity to validate the data unless otherwise prohibited.
  - c. YAMHILL CCO Director of Operations and Integration or designee will coordinate the annual OHA audit (currently via Acumentra) to ensure accurate and complete reporting, and minimize duplication of effort. YAMHILL CCO may request HHS to assist with the implementation of any BH data reporting by PHTech or other BH partners. It may be necessary with some audits for HHS to assist in detailing the parameters for a report, but having the data delivered directly to the CCO

5. Coordination and oversight of quarterly BH Systems Administration meeting with YAMHILL CCO, HHS and others as needed.
6. YAMHILL CCO QA staff will review PHTech Service Level Agreement (SLA) reports as needed. Any issues or concerns will be addressed in the YAMHILL CCO BH operations or YAMHILL CCO Systems Admin meeting.

Signatures:

  
\_\_\_\_\_  
Silas Halloran-Steiner Director  
Yamhill County Health and Human Services Department

6/22/16  
Date:

  
\_\_\_\_\_  
James D. Carlough, Jr. President and CEO  
Yamhill Community Care Organization

6/1/2016  
Date:

  
\_\_\_\_\_  
Nathan P. Perrizo Chief Executive Officer  
Performance Health Technology Ltd

5-26-16  
Date:

Accepted by Yamhill County  
Board of Commissioners on  
8.18.16 by Board Order  
# 16-335