

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

THIS SEVENTH AMENDMENT TO MENTAL HEALTH AND SUBSTANCE USE DISORDERS SERVICES DELEGATION AGREEMENT (this "*Seventh Amendment*") dated this first day of January 2019, is entered into by and between Yamhill County Care Organization, Inc., an Oregon nonprofit public benefit corporation dba Yamhill Community Care Organization ("*Yamhill CCO*"), and Yamhill County, a political subdivision of the State of Oregon, acting by and through Yamhill County Health and Human Services Department ("*YCHHS*").

RECITALS

- A. Yamhill CCO and HHS entered into their first agreement at the initial formation of Yamhill CCO in 2012 that included MVBCN and Yamhill 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 (BH) 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.
- B. Yamhill CCO and YCHHS entered into a Mental Health and Substance Use Disorders Services Delegation Agreement dated January 1, 2015 ("2015 Agreement").
- C. 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" or "First Amendment"). The 2015 Agreement was further amended on August 18, 2016 to incorporate the May 25th MOU and the new ABA rate effective July 1, 2016 ("Second Amendment") and subsequently amended a third time on September 8, 2016 to extend the term of the 2015 Agreement through December 31, 2018 and to include the Community Prevention and Wellness Implementation Proposal effective September 1, 2016 through December 31, 2018 ("Third Amendment"). The 2015 Agreement was further amended on January 12, 2017 to reflect changes to services and rates effective January 1, 2017 ("Fourth Amendment"). The 2015 Agreement was further amended on January 1, 2018 ("Fifth Amendment") and on March 1, 2018 (Sixth Amendment") to reflect changes to services and rates effective January 1, 2018 and March 1, 2018 respectively.

D. The purpose of this Seventh Amendment is to further amend the 2015 Agreement to reflect changes to services and rates effective January 1, 2019 and otherwise modify the 2015 Agreement as set forth herein:

E. Capitalized terms used in this Seventh Amendment, but not otherwise defined in this Seventh 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:

1. Effective Date. The effective date of this Seventh Amendment shall be January 1, 2019.

2. Amendment to Section 6.1. Section 6.1 of the 2015 Agreement is hereby amended to extend the termination date of the Agreement from December 31, 2018 to December 31, 2019.

3. Amendment to Exhibit B of the 2015 Agreement. Exhibit B "Statement of Work" of the 2015 Agreement as last amended by Amendment #6 is hereby further amended as follows:

"A. Behavioral Health payment for behavioral health services in Patient-Centered Primary Care Home (PCPCH) will be paid at Oregon Health Authority Medical Assistance Program (DMAP) Fee for Service (FFS) rates by YCHHS to credentialed providers who appropriately document medical necessity as required under Medicaid rules and Oregon Revised Statutes and Oregon Administrative Rules. See Attachment #1 to this Amendment #7 for allowable codes, which Attachment #1 is incorporated herein by this reference.

B. Value Based Payment (VBP) and Pay for Performance (P4P)

Value-Based Payment. YCHHS has implemented established outcomes measure across the local provider network. As part of their participation in outcomes collection and reporting, providers are eligible for an enhanced payment from YCHHS. As a fully risk bearing sub-capitated entity, YCHHS is familiar with alternative payment models. At the conclusion of calendar year 2019 YCHHS will report baseline outcomes to Yamhill CCO in order to further define possible Value-Based Payment in 2020.

Pay for performance (P4P). YCHHS will participate in Yamhill CCO's pay for performance (P4P) quality pool measures as determined by Yamhill CCO's Board and P4P committee recommendations with discussion and input from subcontractor. The P4P available under this Agreement is dependent on funds passed through CCO Contract #143124 to Yamhill CCO and then onto YCHHS, as well as the degree to which prior year metrics are satisfied. Yearly amounts will vary and payouts will follow the logic model attached as Attachment 2 under "distribution model", which Attachment #2 is incorporated herein by this reference. The next available payout will be during calendar year 2019 for measures achieved in 2018. YCHHS agrees to target services and delivery system improvements, as it pertains to mental health and substance use disorder services, towards P4P measures established in calendar year 2018 to be paid out in 2019.")

C. Community Prevention and Wellness (CPW) Fund.

YCHHS will fund one (1) percent of total premium paid in 2018 as a 2019 CPW Fund contribution. Additionally, YCHHS will add a one-time payment of \$394,495 for additional 2019 CPW Fund contribution. These funds must be used for evidence-based prevention activities as recommended by the CPW Committee and approved by Yamhill CCO Board and YCHHS director or designee. All YCHHS CPW designated funds must be tracked until fully expended with a goal to achieve a dollar for dollar or better match ratio with other community funds. In the event that Yamhill CCO is not awarded a five (5) year renewal contract in 2020 or the contract is terminated for any cause or if Yamhill CCO dissolves for any reason, all remaining YCHHS CPW designated funds will be returned within 30 days of the decision.

D. Community Health Assessment and Community Health Improvement Plan (CHA/CHIP)

YCHHS will provide a .5 FTE Health Educator position that Yamhill CCO will pay for at \$50,204 cost who will be available to do the following based on shared work plan and a coordinated effort between Yamhill CCO and YCHHS for CHA/CHIP work:

- Coordinate a collaborative effort to align CHA/CHIP work among the CCO and local non-profit hospital.
- Technical assistance and training to equip partners with the data and tools to set priorities, make decisions and guide action that leads to improved health outcomes.
- Tools and templates for CHA/CHIP documents
- Online/paper survey production, implementation and evaluation
- Produce and coordinate document production including:
 - final community health assessment
 - community health improvement plan
 - annual reports
 - work plans
 - timelines
 - MOUs
- Planning and coordination of community and stakeholder meetings/forums
- Communicating and coordinating committees and workgroups
- Monitoring and tracking of process and health outcome measures of interventions
Produce and assist with implementation of publicity plan”

4. Amendment to Exhibit E of the 2015 Agreement. Exhibit E “Compensation” of the 2015 Agreement as last amended by Amendment #6 is hereby deleted in its entirety and replaced with the new Exhibit E, which is attached hereto as Attachment 3 and incorporated herein by this reference.

5. Ratification. Except as expressly amended by this Seventh Amendment, the 2015 Agreement shall remain in full force and effect according to its terms.

6. Recitals. The recitals appearing at the top of this Seventh Amendment are incorporated into this Seventh Amendment as if fully set forth herein.

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

YAMHILL COUNTY CARE ORGANIZATION, INC.

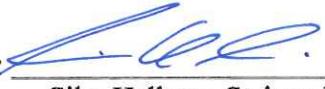
By: 
Seamus McCarthy
Chief Executive Officer

Date: 1/17/19

YAMHILL COUNTY, OREGON

By: 
Mary Starrett, Chair
Board of Commissioners

Date: 1/17/19

By: 
Silas Halloran-Steiner, Director
Department of Health & Human Services

Date: 1/16/19

FORM APPROVED BY:

By: 
Christian Boenisch
County Counsel

Date: 1/18/19

Attachment 1



Yamhill Community Care Organization

**Applies only to MH Out-of-Panel Providers in Primary Care Settings
FFS Fee Schedule for OHP MH Treatment Services for YCCO Members**

Effective for DOS beginning 1/1/19

Code	HPCS/CPT Description	Rendering provider types	Per	Rate
90785	Interactive complexity code	LMP	per service	DMAP Rates
90791	Psychiatric diagnostic evaluation	LMP, LPC, LMFT, LCSW, psychologist, QMHP	per service	DMAP Rates
90792	Psychiatric diagnostic evaluation with medical services	LMP	per service	DMAP Rates
90832	Psychotherapy, 30 minutes with patient and/or family member	LMP, LPC, LMFT, LCSW, psychologist, QMHP	per service	DMAP Rates
+90833	Psychotherapy, 30 minutes with patient and/or family member when performed with an E/M service	LMP	per service	DMAP Rates
90834	Psychotherapy, 45 minutes with patient and/or family member	LMP, LPC, LMFT, LCSW, psychologist, QMHP	per service	DMAP Rates
+90836	Psychotherapy, 45 minutes with patient and/or family member when performed with an E/M service	LMP	per service	DMAP Rates
90837	Psychotherapy, 60 minutes with patient and/or family member.	LMP, LPC, LMFT, LCSW, psychologist, QMHP	per service	DMAP Rates
+90838	Psychotherapy, 60 minutes with patient and/or family member when performed with an E/M service	LMP	per service	DMAP Rates
90839	Psychotherapy for crisis, first 60 minutes	LMP, LPC, LMFT, LCSW, psychologist, QMHP	per service	DMAP Rates
90840	Psychotherapy for crisis (each additional 30 minutes) List separately in addition to primary service CPT code.	LMP, LPC, LMFT, LCSW, psychologist, QMHP	per service	DMAP Rates
90846	Family Therapy (without patient present)	LMP, LPC, LMFT, LCSW, psychologist, QMHP	per service	DMAP Rates
90847	Family Psychotherapy (with the patient present)	LMP, LPC, LMFT, LCSW, psychologist, QMHP	per service	DMAP Rates
90849	Multiple-family group psychotherapy	LMP, LPC, LMFT, LCSW, psychologist, QMHP	per service	DMAP Rates

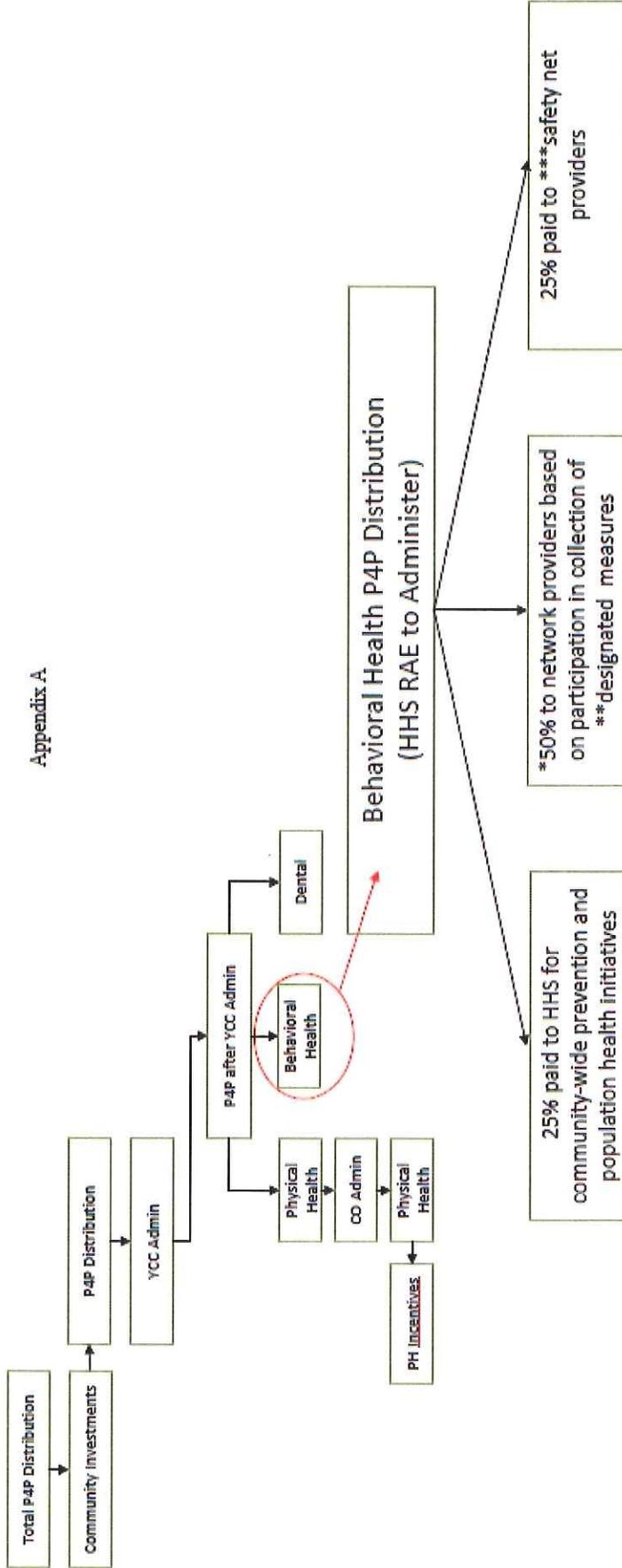
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Exhibit "A"

Code	HCPCS/CPT Description	Rendering provider types	Per	Rate
90853	Group psychotherapy	LMP, LPC, LMFT, LCSW, psychologist, QMHP	per service	DMAP Rates
90882	Environmental intervention for medical management purposes on a psychiatric patient's behalf with agencies, employers, or institutions.	LMP, LPC, LMFT, LCSW, psychologist, QMHP, QMHA	per service	DMAP Rates
90887	Explanation of psychiatric, medical examinations, procedures, and data to other than patient.	LMP, LPC, LMFT, LCSW, psychologist, QMHP	per service	DMAP Rates
99201	New Patient E/M visits	LMP	per service/per day	DMAP Rates
99202	New Patient E/M visits	LMP	per service/per day	DMAP Rates
99203	New Patient E/M visits	LMP	per service/per day	DMAP Rates
99204	New Patient E/M visits	LMP	per service/per day	DMAP Rates
99205	New Patient E/M visits	LMP	per service/per day	DMAP Rates
99211	E/M Med Management	LMP	per service	DMAP Rates
99212	E/M Med Management	LMP	per service	DMAP Rates
99213	E/M Med Management	LMP	per service	DMAP Rates
99214	E/M Med Management	LMP	per service	DMAP Rates
99215	E/M Med Management	LMP	per service	DMAP Rates
G0176	Activity therapy, such as music, dance, art or play therapies not for recreation, related to the care and treatment of patient's disabling mental health problems, per session (45 minutes or more)	LMP, LPC, LMFT, LCSW, psychologist, QMHP, QMHA	per service	DMAP Rates
G0177	Training and educational services related to the care and treatment of patient's disabling mental health problems per session (45 minutes or more)	LMP, LPC, LMFT, LCSW, psychologist, QMHP, QMHA	per service	DMAP Rates
H0004	Behavioral health counseling and therapy, per 15 minutes	LMP, LPC, LMFT, LCSW, psychologist, QMHP	per unit	DMAP Rates
H0031	Mental health assessment, by non-physician.	LMP, LPC, LMFT, LCSW, psychologist, QMHP	per service	DMAP Rates
H0032	Mental health service plan development by non-physician.	LMP, LPC, LMFT, LCSW, psychologist, QMHP	per service	DMAP Rates
H0034	Medication training and support, per 15 minutes.	LMP, LPC, LMFT, LCSW, psychologist, QMHP	per unit	DMAP Rates

Code	HCPCS/CPT Description	Rendering provider types	Per	Rate
H0036	Community psychiatric supportive treatment, face-to-face, per 15 minutes.	LMP, LPC, LMFT, LCSW, psychologist, QMHP, QMHA	per unit	DMAP Rates
H2010	Comprehensive medication services, per 15 min	LMP, RN	per unit	DMAP Rates
H2011	Crisis intervention services, per 15 min	LMP, LPC, LMFT, LCSW, psychologist, QMHP	per unit	DMAP Rates
H2014	Skills training and development, per 15 min	QMHA	per unit	DMAP Rates
T1016	Case management, per 15 min	LPC, LMFT, LCSW, psychologist, QMHP, QMHA, Certified Peer Support Specialist	per unit	DMAP Rates
T1023	Screening to determine the appropriateness of consideration of an individual for participation in a specified program, project or treatment protocol, per encounter	LMP, LPC, LMFT, LCSW, psychologist, QMHP, QMHA	per service	DMAP Rates
<p>**Providers must bill at rates, based upon the cost of services determined through a cost allocation plan, not in excess of their usual and customary charge to the general public. ** (OAR 309-016-0105 and OAR 309-016-0420)</p>				
Allow Modifiers	HN, HK, 22, HE, HW, TN, TG, GT, 59, 25 (E/M CPT Codes only), ST (informational for violence intervention program only)			
****NOTES				
DATE	REVISION		Effective	
1/1/2019	Added modifiers 59 and 25 as exception codes to NCCI Edits. 59: Under certain circumstances, it may be necessary to indicate that a procedure or service was distinct or independent from other non-E/M services performed on the same day. Modifier 59 is used to identify procedures/services, other than E/M services, that are not normally reported together, but are appropriate under the circumstances. Documentation must support a different session, different procedure or surgery, different site or organ system, separate incision/excision, separate lesion, or separate injury (or area of injury in extensive injuries) not ordinarily encountered or performed on the same day by the same individual. However, when another already established modifier is appropriate, it should be used rather than modifier 59. Only if no more descriptive modifier is available, and the use of modifier 59 best explains the circumstances, should modifier 59 be used. Note: Modifier 59 should not be appended to an E/M service. To report a separate and distinct E/M service with a non-E/M service performed on the same date, see modifier 25.		1/1/2019	

Attachment 2

Appendix A



*The total amount a network provider is eligible for is based on the percentage of total services provided.

** Designated measures are: DLA20, PHQ9, GAD-7, SBIRT, customer satisfaction survey, and outcome tool data capture capability in EHR. 2017 paid in 2018 will be used to set a baseline for measures. 2018 paid in 2019 will set improvement targets based on measure baselines.

*** Safety net providers are defined as providers who perform core crisis and wraparound services designed to divert members from hospitals, jails and other institutional care settings.

Attachment 3

“EXHIBIT E Compensation

(Reference Section 4.2 and 5.2)

Definitions:

The terms in this Agreement are set forth below and intended to align with terminology used by the Oregon Health Authority in CCO Contract #143124 with Yamhill CCO to identify Behavioral Health Basic Service categories versus physical or dental Basic Service categories.

1. **Behavioral Health (BH)**: Behavioral Health is to include capitation dollar amounts awarded to Yamhill CCO in the following “Basic Service” categories:
 - a. **Mental Health Services**: Includes Inpatient and Non-inpatient Services
 - b. **Substance Use Disorders**: Includes Substance Use Disorders and/or Alcohol & Drug Residential Services except ASAM 4.0 hospital detox.
 - c. **Other Services**: Periodically, components of “Other” services are intended for Behavioral Health (such as MH Children’s Wraparound) and not included in one of the “parent lines” above.
 - d. **Miscellaneous**: Any new Behavioral Health Service Categories added by OHA in the future.

2. **New or Discontinued OHA Service Lines**: If new Mental Health or Substance Use Disorders (SUD) services are added (or deleted) as basic services or as add on services, Yamhill CCO and YCHHS agree to meet and assess the PMPM and to adjust the PMPM if needed, using the same or similar methodology.

Monthly Distribution of Behavioral Health funds: Yamhill CCO administrative staff will work with its Administrative Services Organization (ASO) to process weekly 820 file and payments for sub-capitation distribution of Behavioral Health funds on a monthly basis and in the manner outlined below. The 2019 weekly payments for Basic Services shall first be reduced by any appropriate OHA taxes and further reduced by any Yamhill CCO board approved reserve or withhold. The following distribution will be used for 2019 and reset at the beginning of subsequent calendar years. If mutually agreed to by both parties, these percentages may be revised mid-year.

For Delegated Functions rendered, Yamhill CCO agrees to compensate YCHHS by paying the following percentages of the capitated payment received by Yamhill CCO from OHA for Behavioral Health Services (Mental Health, Substance Use Disorders & Other) less any applicable OHA Adjustments. OHA Adjustments include pass-through payments such as HRA tax, referenced in the CCO Contract in Exhibit C, Attachment 1. In addition, YCHHS agrees to participate in any withhold program adopted by the Yamhill CCO Board of Directors from time to time, which may include a transformation fund, establishment of CCO risk reserves or other mechanisms to fund transformation initiatives, and may be documented in meeting minutes.

For purposes of OHA annual rate setting, Yamhill CCO will include the YCHHS Director, or designee, in OHA's rate evaluation and setting process.

Rates below are amended to reflect the amounts to be paid HHS effective 1/1/2019. These changes include:

1. A contracted 2.0% increase over the 2018 rates for Base Services in 2019,
2. INCREMENTAL INCREASE: a rate that is established when an existing member service is increased or decreased from the initial CCO Contract or prior amendments.
 - a. An INCREMENTAL INCREASE (as defined below) in rates for Supported Employment/Assertive Community Treatment (SE/ACT). For 2019, DOJ (Department of Justice) required CCO's to expand SE/ACT to achieve targets that were set in prior years.
 - b. An INCREMENTAL INCREASE in CHILDREN'S WRAP services.
 - c. The INCREMENTAL INCREASE for 2019 passes to HHS the difference between the 2017 OHA Risk Model Rates for ACT/SE and CHILD WRAP and 2018 OHA Risk Model Rates for ACT/SE and CHILD WRAP. This figure defines the "incremental increase" paid to HHS in 2018.
3. All of the CHILD AND ADOLESCENT NEEDS AND STRENGTHS (CANS) services passes to HHS as this is a mental health only category.
4. Updated 2019 OHA rates for the ABA services that began 7/1/2016.
5. The Net Payable PMPM amount below includes the OHA administration portion of the capitation payment (non-medical load) and represent the Net Due HHS after the 2.25% withhold was applied.
6. Flex (or Case Management) services will be included in the Net Payable PMPM and paid at a rate of 1.54 PMPM on YCCO A/B membership.
7. The rate for Psychiatric Consultation services provided by YCHHS' Medical Director is \$3,750 per month.
8. Rates for Cover All Kids are included in the rate table below.
9. The rate for the CHA/CHIP Health Educator \$50,204 for .50 FTE with benefits.

2019 BEHAVIORAL HEALTH PMPM (total risk premium, minus 2.25% withhold = net payable)

YCCO - a, b	BH 100% Risk	-2.25%	YCHHS SubCap
Eligibility	Total Risk Rate PMPM	CCO Withhold	Net Payable PMPM
TANF	51.50	(1.16)	50.34
PLMA	49.84	(1.12)	48.72
CHILD 00-01	57.31	(1.29)	56.02
CHILD 01-05	58.15	(1.31)	56.84
CHILD 06-18	57.72	(1.30)	56.42
DUAL-MEDS	56.15	(1.26)	54.89
ABAD & OAA	66.81	(1.50)	65.31
CAF	63.42	(1.43)	61.99
ACA 19-44	77.53	(1.74)	75.79
ACA 45-54	77.81	(1.75)	76.06
ACA 55-64	77.12	(1.74)	75.38
BCCP	60.16	(1.35)	58.81
CAK0001	25.53	(0.57)	24.96
CAK0105	33.15	(0.75)	32.40
CAK0618	55.05	(1.24)	53.81

YCCO - e, g	YCHHS	-2.25%	
Eligibility	Total Risk Rate PMPM	CCO Withhold	Net Payable PMPM
TANF	35.26	(0.79)	34.47
PLMA	17.55	(0.39)	17.16
CHILD 00-01	14.45	(0.33)	14.12
CHILD 01-05	21.03	(0.47)	20.56
CHILD 06-18	45.37	(1.02)	44.35
DUAL-MEDS	46.31	(1.04)	45.27
ABAD & OAA	137.29	(3.09)	134.20
CAF	235.00	(5.29)	229.71
ACA 19-44	45.25	(1.02)	44.23
ACA 45-54	50.96	(1.15)	49.81
ACA 55-64	45.92	(1.03)	44.89
BCCP	84.95	(1.91)	83.04

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