

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

THIS EIGHTH AMENDMENT TO MENTAL HEALTH AND SUBSTANCE USE DISORDERS SERVICES DELEGATION AGREEMENT (this "*Eighth Amendment*") dated August 22, 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"), March 1, 2018 ("Sixth Amendment") and effective January 1, 2019 ("Seventh Amendment") to reflect changes to services and rates effective January 1, 2018, March 1, 2018, and January 1, 2019 respectively.
- D. The purpose of this Eighth Amendment is to further amend the 2015 Agreement to reflect changes to services and rates effective July 1, 2019 and otherwise modify the 2015 Agreement as set forth herein:

- E. Capitalized terms used in this Eighth Amendment, but not otherwise defined in this Eighth 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 Eighth Amendment shall be July 1 , 2019.
2. Amendment to Exhibit B of the 2015 Agreement. Exhibit B “Statement of Work” of the 2015 Agreement as last amended by Amendment #7 is hereby further amended to include the following:
 - A. YCHHS will contract with a local non-profit to provide a needle/syringe exchange program as detailed in Attachment #1 to this Amendment #8 which is attached hereto and incorporated herein by this reference.
 - B. YCHHS will contract with Lutheran Community Services NW to support the start-up costs of a relief nursery and behavioral health center to be located in Yamhill County’s west valley.
 - C. YCHHS will provide 1.0 FTE Community Prevention Wellness position who will be available to perform the services detailed in Attachment #2 to this Amendment #8, which is attached hereto and incorporated herein by reference. This position will be based on a shared work plan and will be a coordinated effort between Yamhill CCO and YCHHS for Community Prevention Wellness.
3. Amendment to Exhibit B of the 2015 Agreement. Exhibit B “Statement of Work” of the 2015 Agreement as last amended by Amendment #7 is hereby further amended to delete Section 2, Subsection A “Psychiatric Consultation services provided by YCHHS’ Medical Director”.
4. Amendment to Exhibit E of the 2015 Agreement. Exhibit E “Compensation” of the 2015 Agreement as last amended by Amendment #7 is hereby amended to include the following:
 - A. Yamhill CCO will pay a one-time amount of \$60,000 to YCHHS to support the needle/syringe exchange program as detailed in Attachment 1 to this Amendment #8.
 - B. Yamhill CCO will pay a one-time amount of \$75,000 to YCHHS to support the start-up costs of Lutheran Community Services NW relief nursery and behavioral health center to be located in the Yamhill County’s west valley.
 - C. Yamhill CCO will pay \$124,362.48 per year for 1.0 FTE with benefits Management Analyst for Community Prevention and Wellness services detailed in Attachment #2 to this Amendment #8.

5. Amendment to Exhibit E of the 2015 Agreement. Exhibit E "Compensation" of the 2015 Agreement as last amended by Amendment #7 is hereby further amended to delete the rate of \$3,750 per month for Psychiatric Consultation services provided by YCHHS' Medical Director.

6. Amendment to Exhibit I of the 2015 Agreement. Exhibit I of the 2015 Agreement "Solvency Plan and Financial Reporting" of the 2015 Agreement as last amended by Amendment #5 is hereby deleted in its entirety and replaced with the new Exhibit I, attached as Attachment #3 to this Amendment #8 which is attached hereto and incorporated herein by this reference.

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

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

The parties hereto have caused this Eighth 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: _____

8/15/19

YAMHILL COUNTY, OREGON

By: _____

Richard L. "Rick" Olson, Chair
Board of Commissioners

Date: _____

8-22-19

By: _____

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

Date: _____

8/19/19

FORM APPROVED BY:

By: _____

Christian Boenisch
County Counsel

Date: _____

8/22/19

Attachment 1
Scope of Services
Needle/Syringe Exchange

Partner or partner agencies will establish a minimum of one fixed location in the city of McMinnville for sharps/needle/syringe disposal and syringe distribution to promote use of clean needle/syringes and provide safe and appropriate disposal of needle/syringes. Partner or partner agencies will provide outreach via a mobile unit for all incorporated cities in the County, which includes Amity, Carlton, Dayton, Dundee, Lafayette, McMinnville, Newberg, Sheridan, Willamina and Yamhill. Partner will provide 1.0 full time equivalent (FTE) of a certified peer support specialist Certified Recovery Mentor.

The County expects to donate a vehicle through County Surplus to be outfitted as a mobile van for the outreach services.

Services will include:

- Peer to peer outreach and engagement
- Provide needle/syringes/ syringes on a one-for one basis (i.e., one clean syringe for one used syringe) Needle/syringe exchange at a minimum of one fixed location In McMinnville
- Operate the mobile unit at a minimum of one time per week per city including any additional locations identified in McMinnville outside of the fixed location
- Dirty needle/syringe sweeps at listed sites during the first 60 days of service
 - Dustin Court
 - Marsh Lane
 - McMinnville City Park (including Lower City Park)
- Assist Yamhill County Public Health with reportable disease notification and contact follow up
- Support and facilitate those needing disease testing and treatment to access care
- Referral for services including housing, treatment, safe shelter for victims of domestic violence, healthcare services, etc.
- The service provider shall stop and leave the area if signs of drug use, drug paraphernalia (besides used syringes) or the selling of drugs is noticed
- Assist individuals with Oregon Health Plan (OHP) applications
- Collect data as required for program evaluation
- Mandatory reporting for abuse and neglect as defined by Oregon law

Attachment 2

Community Prevention and Wellness - July 2019 to January 2020

Yamhill County HHS Community Prevention and Wellness Coordinator will coordinate, oversee and track the Yamhill CCO Community Prevention and Wellness Board Committee (CPW) Plan. The comprehensive population-based plan for wellness for Yamhill community members will outline recommendations for strategy and options for resource allocation with the principle goal to improve long term population health. Specific tasks to be overseen by the CPW Coordinator include:

1. Assessment of current prevention and wellness activities and the scientific research supporting interventions and strategies.
2. Assessment of current financial resources supporting such activities, including where funding originates and total costs per program.
3. Study other models for community health and wellness, including both organizational and programmatic approaches.
4. Identification of best practices that are currently available in other community settings.
5. Development of strategies for improved prevention and wellness activities at every developmental phase for Yamhill community members, including both individual and population-based intervention.
6. Tracking of intermediate outcomes, programmatic and health indicators, return on investment, and overall community health improvement.

	YCHHS 2019- 2020 Budget	YCCO @ 80%	HHS Match @ 20%
Salaries			
Program Coordinator	59,769	47,815	11,954
Program Manager	4,607	3,686	921
Administrative Staff	6,069	4,855	1,214
Support Staff	10,034	8,027	2,007
Benefits	46,546	37,236	9,309
Subtotal	127,025	101,620	25,405
Materials & Supplies			
Occupancy	8,370	6,696	1,674
Supplies	2,293	1,834	459
Legal/Payroll	5,480	4,384	1,096
Training	988	790	198
Travel	300	240	60
Medical	619	496	124
Incentives	10,378	8,302	2,076
Subtotal	28,428	22,743	5,686
Total	155,453	124,362	31,091

Attachment 3

“EXHIBIT I

Solvency Plan and Financial Reporting

Overview of Solvency Plan and Financial Reporting

1. **Background/Authority.** YCHHS shall maintain sound financial management procedures and demonstrate to Yamhill CCO through proof of financial responsibility that it is able to perform the delegated activities required under this Agreement efficiently, effectively and economically and is able to comply with the requirements of this Agreement and OAR 410-141-3340 through 410-141-3395. As part of the proof of financial responsibility, YCHHS shall provide assurance satisfactory to Yamhill CCO that YCHHS’s provisions against the risk of insolvency are adequate to ensure the ability to comply with the requirements of this Agreement.

2. **Annual Audited Financial Statements.** No later than 180 days following the last day of each YCHHS fiscal year that this Agreement is in effect, except as otherwise specified herein, YCHHS shall either (i) submit Audited Financial Statements to Yamhill CCO, or (ii) post Audited Financial Statements on the Yamhill County website. Audited Financial Statements may be for all or part of YCHHS’s business, but must include, at a minimum, financial statements for Yamhill CCO’s Service Area and those funds impacted by Mental Health Services and Substance Use Disorders Services that are Covered Services for Members assigned to YCHHS by Yamhill CCO. Audited Financial Statements shall be prepared by an independent accounting firm. It is allowable to use existing financial audits as are required by YCHHS as a unit of local government. YCHHS will use the information from their Audited Financial Statements to assist Yamhill CCO, as needed, in preparing the following information:
 - a. **Balance Sheet(s).** The information specified in Report L5 of the CCO Contract, shall be included in the Audited Annual Balance Sheet of Corporate Activity or the accompanying notes or schedules to Financial Statements. YCHHS shall assist Yamhill CCO in updating the 4th quarter Financial Report for audit adjustments no later than 180 days following the last day of each YCHHS fiscal year that this Agreement is in effect.

 - b. **Statement of Revenue, Expenses and Changes in Fund Balance.** The information specified in Report L10 of the CCO Contract shall be included in the Audited Annual Statement of Revenue, Expenses and Changes in Fund Balance or the accompanying Notes to Financial Statements. YCHHS shall assist Yamhill CCO as needed in amending prior Quarterly Financial Report L6 for audit adjustments no later than 180 days following the last day of each YCHHS fiscal year that this Agreement is in effect.

 - c. **Statement of Cash Flow.** The information specified in Report L7 of the CCO Contract shall be included in the Audited Cash Flow Analysis for Corporate Activity or the accompanying Notes to Financial Statements. YCHHS shall assist Yamhill CCO as needed to allocate cash flow using the Indirect Method of Accounting, as described by Generally Accepted Accounting Principles (GAAP).

- d. Additional supplemental information as requested by Yamhill CCO in order to perform its contractual duties with the OHA contract #143124.
3. **Other Reports.** YCHHS shall assist Yamhill CCO with the following reports on an annual or quarterly basis, however, Yamhill CCO is responsible for reporting this information to OHA:
 - (1) Report L2: Members Approaching or Surpassing Stop-Loss Deductible;
 - (2) Report L3: Restricted Reserves;
 - (3) Report L3.1 or L3.2: Secondary Reserve Requirement calculation (information may be provided for the contract activity with Yamhill CCO and/or for consolidated OHP activity, at YCHHS's discretion);
 - (4) Report L3.3 (OHP and Cover All Kids "CAK"): Adjusted and Unadjusted Medical Loss Ratios Net Worth Requirement
 - (5) Restricted Reserve bank account statement at quarter end;
 - (6) Report L6 (OHP and CAK): Quarterly Statement of Revenue, Expenses and Changes in Net Assets Corporate Total and OHP Line of Business;
 - (7) Report L8: Corporate Relationships of Contractors;
 - (8) Report L11: Disclosure of Compensation; and
 - (9) Report L12-19: Financial Reporting Related to the rate setting process;
 4. YCHHS will provide to Yamhill CCO and OHA reports for: OHA Quarterly L Report; the MMLR (Minimum Medical Loss Ratio Report) and other OHA required reports that may emerge, based on the behavioral health medical loss ratio, to be distinguished from physical health and consistent with the definitions in the CCO Contract.
 5. YCHHS will provide to Yamhill CCO Quarterly Administrative Reports including: Flexible Services Report; Risk Reserve Report; a MBR Report (Member Benefit Ratio) using a definition of BMR agreed to between Yamhill CCO CEO and HHS Director (or their designees), which definition shall be with respect to behavioral health similar to the definitions in the CCO Contract with respect to calculation of the Medical Loss Ratio. YCHHS will deploy a methodology to routinely forecast IBNR (Incurred But Not Reported claims). It is expected the IBNR reporting will be used in OHA, Yamhill CCO and other reports as needed.

6. YCHHS will capture the following Outcome Measures and will promptly report such outcome measures to Yamhill CCO:
 - a. SBIRT: at intake/initial screening: 1. AUDIT 2. DAST
 - b. PHQ-9: at intake and service conclusion, and as clinically indicated
 - c. GAD-7: at intake and service conclusion, and as clinically indicated
 - d. DLA-20: 2nd or 3rd session post intake, quarterly, service conclusion, and as clinically indicated; DLA-20 correlates to both GAF/CGAS and ICD-10 4th digit modifier
 - e. 4 digit modifier: level of security
 - f. Member Satisfaction Survey: Annually
 - g. MOTS: Employment, Education, Housing and Substance Use Data
7. YCHHS implemented a new Electronic Medical Record in 2015 to collect relevant outcome data and report to Yamhill CCO.
 - a. YCHHS will provide required monitoring and data reporting to Yamhill CCO for the OHA CCO metric reporting. This includes Foster Care, Hospital follow up, ED visits and any future requirements as they pertain to Mental Health and Substance Use Disorder services.
8. **Assumption of Risk.** YCHHS assumes the risk for providing the Mental Health Services and Substance Use Disorders Services that are Covered Services required under this Agreement pursuant to Exhibit E, Compensation.
9. **Reserves.** Yamhill CCO will hold in its own Restricted Reserve Account an amount no less than the minimum amount required pursuant to Exhibit L of the CCO Contract. Yamhill CCO will not assess YCHHS for any portion of the Restricted Reserve Account required of Yamhill CCO pursuant to its CCO Contract obligations. YCHHS will hold reserves that are sufficient to maintain solvency under this Agreement.
10. **BH RAE Reserves.** In its capacity as a CCO Risk Accepting Entity, YCHHS is expected to build and maintain a minimum contingency fund equal to at least 90 days of operating expenses. YCHHS will report the estimated contingency fund amount to Yamhill CCO quarterly as part of the medical benefit ratio (MBR) report, and if requested will provide an annual report with 120 days after the end of YCHHS's fiscal year. YCHHS will continue to provide quarterly reporting to Yamhill CCO once YCHHS achieves the contingency fund target. In the event that YCHHS later drops below the 90-day reserve, YCHHS will promptly inform Yamhill CCO in writing and will promptly develop and submit to Yamhill CCO a Corrective Action Plan for achieving the 90 day minimum within 12 months.