

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

THIS NINTH AMENDMENT TO MENTAL HEALTH AND SUBSTANCE USE DISORDERS SERVICES DELEGATION AGREEMENT (this "*Ninth Amendment*") dated December 19, 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*", "*Yamhill HHS*", or "*HHS*").

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"), effective January 1, 2019 ("Seventh Amendment"), and effective July 1, 2019 ("Eighth Amendment") to reflect

changes to services and rates effective January 1, 2018, March 1, 2018, January 1, 2019, and July 1, 2019, respectively.

D. The purpose of this Ninth Amendment is to further amend the 2015 Agreement to reflect the change to the RAE effective January 1, 2020, and otherwise modify the 2015 Agreement as set forth herein. For clarity, the term “2015 Agreement” as used in Recitals D and E and Sections 1 through 7 below shall mean the 2015 Agreement as amended by the First Amendment through the Eighth Amendment. The “2015 Agreement” as defined in the immediately preceding sentence is being amended by this Ninth Amendment.

E. Capitalized terms used in this Ninth Amendment, but not otherwise defined in this Ninth 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 Ninth Amendment shall be January 1, 2020.

2. Amendment to Section 5 Compensation. Section 5 is hereby amended to include the following:

“A. After final claims runout and L reports are concluded and submitted for calendar year 2019, YCHHS will work with YCCO to make any appropriate adjustments to risk corridor service areas such as Applied Behavioral Analysis (ABA) services and the Cover All Kids. Both parties understand this might result in additional payment/repayment to either entity on these two specific rate groups.

B. Upon conclusion of the final bonus payment for Pay for Performance (P4P) measures by OHA to YCCO for calendar year 2019, if any, YCCO will make a payment in calendar year 2020 for the services rendered in calendar year 2019 and following the methodology outlined in Amendment #7, Section 3 of the 2015 Agreement.

C. YCCO will make no further payment in 2020 related to 2019 claims run out or other payments under the 2015 Agreement except as specifically provided in this Ninth Amendment or mutually agreed to by YCCO and YCHHS in writing.”

3. Amendment to Section 6.1, Term. Section 6.1 of the 2015 Agreement is hereby amended to extend the termination date of the 2015 Agreement from December 31, 2019 to December 31, 2020.

4. Amendment to Exhibit I, Section 8 Assumption of Risk. Exhibit I, Section 8 Assumption of Risk, of the 2015 Agreement, as last amended by Amendment #8 is hereby

deleted in its entirety and replaced with the following: "Assumption of Risk. YCHHS maintains the risk for providing the Mental Health Services and Substance Use Disorders Services that are Covered Services required under the 2015 Agreement pursuant to Exhibit E, Compensation, incurred through December 31, 2019 and will be responsible for the run-out period for those incurred Covered Services until December 31, 2020. Yamhill CCO assumes the risk and all other RAE responsibilities for the Mental Health Services and Substance Use Disorders Services that are Covered Services required under the OHP Health Plan Services Contract, Coordinated Care Organization, Contract #161768, by and between the State of Oregon, acting by and through its Oregon Health Authority and Yamhill CCO, effective January 1, 2020, provided however, that effective January 1, 2020, YCHHS shall have the responsibilities delegated or subcontracted by Yamhill CCO to YCHHS under the Administrative Services Agreement and the Mental Health and Substance Abuse Disorder Services Agreement, both of which agreements are effective January 1, 2020."

5. Amendment to Exhibit I, Section 10. BH RAE Reserves. Exhibit I, Section 10, BH RAE Reserves of the 2015 Agreement is hereby deleted in its entirety.

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

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

The parties hereto have caused this Ninth 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: 12/31/2019

Approved As To Form
by Christian Boenisch
Christian Boenisch
County Counsel
Yamhill County

YAMHILL COUNTY, OREGON

By: _____

~~Richard L. "Rick" Olson, Chair~~
Board of Commissioners
MARY STARKETT, Vice Chair

Date: 12-31-19

By: _____

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

Date: 12/31/19