

**SECOND AMENDMENT TO MENTAL HEALTH AND SUBSTANCE
ABUSE DISORDER SERVICES AGREEMENT**

THIS SECOND AMENDMENT TO THE MENTAL HEALTH AND SUBSTANCE ABUSE DISORDER AGREEMENT dated this 1st day of January, 2022, is entered into by and between Yamhill County Care Organization, Inc., an Oregon nonprofit public benefit corporation dba Yamhill Community Care Organization (“YCCO”) and Yamhill County, a political subdivision of the State of Oregon, acting by and through Yamhill County Health and Human Services Department (“Provider”).

RECITALS

- A. YCCO and Provider entered into an Mental Health and Substance Abuse Disorder Agreement dated January 1, 2021 (Board Order No. 20-457).
- B. The purpose of this Second Amendment is to amend the 2021 Mental Health and Substance Abuse Disorder Agreement to reflect changes to compensation effective January 1, 2022, listed herein as Exhibit A, Compensation.
- C. Capitalized terms used in this Second Amendment, but not otherwise defined in this Second Amendment shall have the same meaning as those in the original Administrative Services 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 Second Amendment shall be January 1, 2022.
- 2. Term. The Term of this Second Amendment shall begin on the Effective Date and shall, unless extended or terminated earlier in accordance with it terms, continue in effect until it expires on December 31, 2022.
- 3. Modifications. The original Mental Health and Substance Abuse Disorder Agreement is hereby amended, modified and supplemented as set forth in this Second Amendment and incorporated herein by this reference (additions are in **bold** and underlined and deletions are in ~~strike-out~~).

Part 2. – Engagement

- 2.2 ~~Subcontracting. Provider may subcontract to one or more individual healthcare providers the provision of healthcare services hereunder provided: (i) all such arrangements are documented in a written agreement; (ii) the written agreement provides that such individuals shall comply with all applicable provisions of this Agreement; (iii) such individuals shall be qualified and licensed to provide such services; (iv) Provider shall be responsible for assurance of quality and compliance of services provided; and (v) such individuals shall be subject to approval by YCCO using the Credentialing Guidelines. Individuals and/or entities which meet the foregoing requirements in this Section 2.2 are permitted subcontractors.~~

The parties acknowledge that some of Provider’s duties and obligations hereunder may be performed by one or more subcontractors of Provider. To the extent Provider’s contracts with other entities to perform any of the duties and obligations hereunder, Provider shall ensure that any such subcontract contains all provisions required by applicable law, is consistent with the terms of this Agreement and Exhibit B, Part 4, Section 11 of the CCO Contract. Notwithstanding the foregoing, Provider shall remain ultimately responsible for fulfilling and performing the Delegated Functions hereunder. Provider shall timely pay all subcontractors amounts owing when due. YCCO acknowledges and agrees that Provider has existing contracts with Provider that may need to be updated based on the terms of this Agreement. YCCO agrees to grant Provider a period of 12 months after the Effective Date of this Agreement to update its provider contracts so as to reflect the terms of this Agreement.

YCCO requires that Provider comply with the payment, withholding, incentive, and other requirements set forth in 42 CFR § 438.6 that are applicable to this Dental Delegation Agreement.

Provider shall ensure all the provisions below are included in its Written Agreements with Subcontractors:

- (1) An express statement whereby Subcontractor agrees that OHA, the Oregon Secretary of State, CMS, HHS, the Office of the Inspector General, the Comptroller General of the United States, or their duly authorized representatives and designees, or all of them or any combination of them, have the right to audit, evaluate, and inspect any books, Records, contracts, computers or other electronic systems of the Subcontractor, or of the Subcontractor's contractor, that pertain to any aspect of services and activities performed, or determination of amounts payable under this Contract;

- (2) Subcontractor will make available, for purposes of audit, evaluation, or inspection its premises, physical facilities, equipment, books, Records, contracts, computer, or other electronic systems relating to its Medicaid Members;
- (3) Subcontractor must respond and comply in a timely manner to any and all requests from OHA or its designee for information or documentation pertaining to Work outlined in this Contract;
- (4) Subcontractor agrees that the right to audit by OHA, CMS, the DHHS Inspector General, the Comptroller General or their designees, will exist for a period of ten (10) years from this Contract's Expiration Date or from the date of completion of any audit, whichever is later;
- (5) OHA, CMS, or the DHHS Inspector General determine that there is a reasonable possibility of Fraud or similar risk, OHA, CMS, or the DHHS Inspector General may inspect, evaluate, and audit the Subcontractor at any time.

Provider shall not refer Members to or use subcontractors who have been terminated from OHA or excluded as Medicare, CHIP, or Medicaid Providers by CMS or who are subject to exclusion for any lawful conviction by a court for which the subcontractor could be excluded under 42 CFR §1001.101 and 42 CFR §455.3(b). If Provider knows or has reason to know that a subcontractor has been convicted of a felony or misdemeanor related to a crime, or violation of federal or State laws under Medicare, Medicaid, or Title XIX (including a plea of "nolo contendere"), Contractor shall immediately provide such information to YCCO.

Part 4. – Duties of Provider

4.13 Financial Reporting. ~~Provider will continue to submit currently agreed upon reports to and for YCCO. During the first quarter of 2021, YCCO and Provider will collaboratively create a formal list of reports to be delivered in support of system improvement, monitoring and oversight, and OHA/CCO contract compliance.~~

Provider shall submit Quarterly Financial Reports to YCCO, as specified below.

<u>End of Quarter</u>	<u>Due Date of Report</u>
<u>March 31st</u>	<u>May 5th</u>
<u>June 30th</u>	<u>August 5th</u>
<u>September 30th</u>	<u>November 5th</u>
<u>December 31st</u>	<u>April 5th</u>

4.14 Traditional Health Worker Reporting. Provider will collaborate with YCCO to compile the following Traditional Health Worker (THW) data.

1. **Provider will deliver contact information for all employed THWs so that YCCO can administer the REALD survey and collect demographic data, which will be submitted in regular reports to OHA.**
2. **Meet OHA-OEI reporting requirements for the THW Integration and Utilization Data, the last day of the month following the quarter.**
3. **Provide THW Delivery System Network capacity report on a quarterly basis, last day of each quarter.**
4. **Participate in annual THW satisfaction survey collection**

4.15 Minimum Member Services Ratio. Provider shall maintain a minimum member services ratio of at least 85% (inclusive of Pay-for-Performance revenues and associated expense) on an annual basis for its total Member population, as reported on Report L4.

In the event the Provider's minimum member services ratio falls below the 85% annual target, a payback by Provider to YCCO would be triggered for the difference up to the 85%.

In the event the Provider's minimum member services ratio falls above the 85% annual target, no payback would be required.

Exhibit A – Compensation

The original Exhibit A is replaced in its entirety with the new Exhibit A attached hereto and incorporated herein.

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**Exhibit A
Compensation**

Part 1: PMPM Rates (Effective 01/01/2022)

Direct Member Services	Per Member Per Month
Mental Health Outpatient*	\$27.60
SUD Outpatient**	\$8.78
Transitional Treatment Recovery Services***	\$3.35
System of Care Wraparound	\$3.81
ACT/SE	\$2.73
Intensive In-Home Behavioral Health Treatment (IIBHT)	\$0.61
LMHA Care Coordination****	\$0.96
Health Related Services	Per Member Per Month
YHHS Flex Purchases	\$0.10
Community Benefit Initiative (CBI)	\$0.57
Total	\$48.52

*Mental Health Outpatient services include those services provided by Provider and the local YCCO network which only includes: Lutheran Community Services, George Fox University, Oregon Family Support Network. Other Fee-For-Service payments are the responsibility of YCCO.

**Substance Use Disorder Outpatient services include those services provided by Provider and the local YCCO network which only includes: Provoking Hope. Other Fee-For-Service payments are the responsibility of YCCO.

***Transitional Treatment Recovery Services include those services provided by Provider and the local YCCO network which only includes: Provoking Hope. Other Fee-For-Service payments are the responsibility of YCCO.

**** LMHA Care Coordination services includes working with YCCO and Providence Plan Partner staff to ensure YCCO members can appropriately access or transition in/out of specific behavioral health services including safety net services, crisis services, mental health and addictions residential services, detoxification or state hospital services, care coordination of residential behavioral health services, specific community-based services (such as ACT and IPS), specialized services to promote re-integration and reduce recidivism in the criminal justice system, children's Wraparound, IIBHT, and foster care placement stability.

Part 2: Monthly Capacity Rates (Effective 01/01/2022)

Direct Member Services	Per Month	Annual
Mental Health Outpatient - LCS	\$31,893.36	\$382,720.32
Mental Health Respite	\$39,580.66	\$474,967.88
Health Related Services	Per Month	Annual
Project Able	\$5,202.00	\$62,424.00
Dual Diagnosis Anonymous	\$2,151.36	\$25,816.36
Warmline	\$2,080.80	\$24,969.60
Lines for Life	\$8,702.70	\$104,432.41
Provoking Hope (Responsible Dads)	\$5,413.49	\$64,961.84
Total	\$95,024.37	\$1,140,292.41

Provider shall bill YCCO for the month of service no later than the 20th of the following month. Membership counts to be calculated by the Provider based on membership for the 15th of the service month. YCCO to be responsible for verification of membership counts. YCCO will pay invoiced amounts within 30 days after Provider has invoiced YCCO. In the event YCCO identifies a discrepancy between Provider Membership count and YCCO's Membership count, YCCO shall notify Provider and the parties shall use all reasonable efforts to resolve the discrepancy and make applicable invoice adjustments within 30 days from the notice to Provider of the discrepancy.

In the event the costs to the Provider exceed the capitated compensation received for the services above, the YCCO will negotiate an additional payment to the Provider to offset the difference. In the event the costs to the Provider are less than the capitated compensation received for the services above, the Provider will not be required to payback YCCO the difference. Provider will be required to provide supplemental financial statements (Exhibit L) for the reconciliation of payments as well as to support required OHA filings by YCCO.

NOW, THEREFORE, the Parties hereto have caused this Second Amendment to be executed on the dates indicated below.

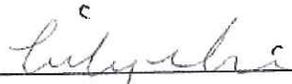
Yamhill County, Oregon

By: 

Name (printed) Lindsay Berschauer

Title: Chair, Board of Commissioners

Dated: 2-24-22

By: 

Name (printed) Lindsey Martin

Title: HHS Director

Dated: 2/23/22

FORM APPROVED BY:

By: 

Name (printed) Jodi Colehan

Title: Asst. County Counsel

Dated: 3/3/22

Yamhill Community Care Organization, Inc.

By: 

Name (printed): Seamus McCarthy, PhD

Title: President & Chief Executive Officer

Dated: March 15, 2022