

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

THIS FOURTH AMENDMENT TO THE MENTAL HEALTH AND SUBSTANCE ABUSE DISORDER AGREEMENT dated this 1st day of July, 2023, 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 a Mental Health and Substance Abuse Disorder Agreement dated January 1, 2021 (the "Underlying Agreement"). The Underlying Agreement is memorialized in Yamhill County records as Board Order No. 20-457. The Underlying Agreement was first amended on September 2, 2021, memorialized as Board Order 21-313 (the "First Amendment") and amended on March 15, 2022, memorialized as Board Order 22-48 (the "Second Amendment") and further amended on March 23, 2023, memorialized as Board Order 23-56 (the "Third Amendment").
- B. The purpose of this Fourth Amendment is to further amend the Underlying Agreement to reflect an increase in monthly capacity payments for school-based mental health outpatient services (administered in partnership with LCSNW), to support 2.4 additional FTE for 6 months effective July 1, 2023.
- C. Capitalized terms used in this Fourth Amendment, but not otherwise defined in this Fourth 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 receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Effective Date. The Effective Date of this Fourth Amendment shall be July 1, 2023.
- 2. Term. The Term of the Underlying Agreement, as amended by this Fourth Amendment, shall begin on the Effective Date and shall, unless extended or terminated earlier in accordance with its terms, continue in effect until it expires on December 31, 2023.

BO. 23-257

5. Exhibit A of the Underlying Agreement, as amended by the First, Second and Third Amendments, is hereby deleted in its entirety and replaced with the new Exhibit A, attached hereto and incorporated herein by this reference.
6. Ratification. Except as otherwise expressly modified by the terms of this Fourth Amendment, the Underlying Agreement, as amended, shall remain unchanged and continue in full force and effect. All terms, covenants and conditions of the Underlying Agreement, as amended, not expressly modified herein are hereby confirmed and ratified and remain in full force and effect, and constitute valid and binding obligations of YCCO and Provider enforceable according to the terms thereof.
7. Authority. YCCO and Provider and each of the persons executing this Fourth Amendment on behalf of YCCO and Provider hereby covenants and warrants that: (i) such party has full right and authority to enter into this Third Amendment and has taken all action required to authorize such party (and each person executing this Third Amendment on behalf of such party) to enter into this Third Amendment, and (ii) the person signing on behalf of such party is authorized to do so on behalf of such entity.
8. Binding Effect. All of the covenants contained in this Fourth Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives and permitted successors and assigns.
9. Counterparts. This Fourth Amendment may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Fourth Amendment.
10. Recitals. The foregoing recitals are intended to be a material part of this Fourth Amendment and are incorporated herein by this reference.

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

Yamhill County, Oregon

Yamhill Community Care Organization, Inc.

By: 

By: Seamus McCarthy

Name (printed) Lindsay Berschauer

Name (printed) Seamus McCarthy

Title: Chair, Board of Commissioners

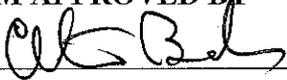
Title: CEO

Dated: 7.6.23

Dated: 7/11/2023

By: Lindsey Manfrin
Name (printed) Lindsey Manfrin
Title: HHS Director/Public Health Administrator
Dated: 6/30/23

FORM APPROVED BY

By: 
Name Printed: Christian Boenisch
Title: County Counsel
Dated: 7/7/23

Accepted by Yamhill County
Board of Commissioners on
7.6.23 by Board Order
BO. 23-257

Exhibit A Compensation

Part 1: PMPM Rates (Effective 07/01/2023)

Direct Member Services	Base Per Member Per Month	Tier 1 QDP Per Member Per Month	Total Per Member Per Month
Mental Health Outpatient*	\$25.83	\$7.52	\$33.35
SUD Outpatient**	\$7.98	\$2.39	\$10.37
Transitional Treatment Recovery Services***	\$3.04	N/A	\$3.04
System of Care Wraparound	\$3.64	N/A	\$3.64
ACT/SE	\$2.48	\$0.74	\$3.22
Intensive In-Home Behavioral Health Treatment (IIBHT)	\$0.55	\$0.17	\$0.72
LMHA Care Coordination****	\$0.92	N/A	\$0.92
Health Related Services	Base Per Member Per Month	Tier 1 QDP Per Member Per Month	Per Member Per Month
YHHS Flex Purchases	\$0.10	N/A	\$0.10
Community Benefit Initiative (CBI)	\$0.54	N/A	\$0.54
Total			\$55.90

*Mental Health Outpatient services include those services provided by Provider and the local YCCO network which only includes: 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.

Exhibit
"A"

Part 2: Monthly Capacity Rates (Effective 07/01/2023)

Direct Member Services	Per Month	Annual
Mental Health Outpatient – LCS -School-based mental health outpatient services	\$45,084.33	\$471,434.14
Mental Health Respite	\$41,559.69	\$498,716.27
Health Related Services	Per Month	Annual
Project Able	\$5,462.10	\$65,545.20
Dual Diagnosis Anonymous	\$2,258.93	\$27,107.18
Warmline	\$2,184.84	\$26,218.08
Lines for Life	\$9,137.84	\$109,654.03
Provoking Hope (Responsible Dads)	\$5,684.16	\$68,209.93
Total	\$111,371.89	\$1,266,884.83

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.