

**AMENDMENT #3 TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
MULTNOMAH EDUCATION SERVICE DISTRICT
AND
YAMHILL COUNTY HEALTH DEPARTMENT**

This is an amendment to the Intergovernmental Agreement between Multnomah Education Service District, hereinafter "MESD." and Yamhill County Health Department, hereinafter "Client," (collectively, "the Parties"), pursuant to the authority granted in ORS 190.010 and ORS Chapter 190.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Extension of Termination Date: The termination date of this contract shall be extended through June 30, 2025. The Parties shall continue to perform the work as described in the original Exhibit 1. (Scope of Work).

Pricing Change: The pricing shall increase by 6.5% based on COLA and other payroll costs.

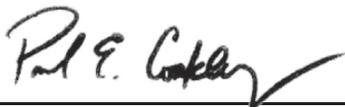
CHANGE FROM: To pay an administrative fee to MESD of \$59,396, divided by four survey quarters, (which is \$14,849 per quarter: fall, winter, spring, summer.), distributed between all participating county health departments based upon % of Total Claim for the corresponding quarter.

CHANGE TO: To pay an administrative fee to MESD of \$63,256, divided by four survey quarters, (which is \$15,814 per quarter: fall, winter, spring, summer.), distributed between all participating county health departments based upon % of Total Claim for the corresponding quarter.

All other terms and conditions of the original agreement remain unchanged.

THIS AGREEMENT IS NOT VALID UNTIL ALL SIGNATORY APPROVALS ARE COMPLETED

I have read this Agreement, including any Attachment(s). I certify that I have the authority to sign and enter into this Agreement. I understand the Agreement and agree to be bound by its terms.



Signature of MESD's Authorized Signer,

Dr. Paul Coakley, MESD Superintendent
Name and title of MESD's Authorized Signer

5/20/2024
Date



Signature of Provider's Authorized Signer

Lindsey Manfrin, HHS Director/Public Health Administrator
Name and title of Provider's Authorized Signer

5/31/2024
Date

Multnomah Education Service District prohibits discrimination and harassment on any basis protected by law, including but not limited to race, color, religion, sex, national or ethnic origin, sexual orientation, mental or physical disability or perceived disability, pregnancy, familial status, economic status, veterans' status, parental or marital status or age. For more information and detail on MESD's non-discrimination policies, including procedures and contact information for reporting discrimination, please visit the MESD Non-Discrimination, Harassment & Bullying Notice page at <https://www.multnomahesd.org/nondiscrimination.html>.

AGREEMENT

THIS AGREEMENT is made and entered into between MULTNOMAH EDUCATION SERVICE DISTRICT ("MESD") and Yamhill County Health Department ("LHD"). The term of this Agreement shall be July 1, 2021 to June 30, 2024.

WITNESSETH

PURPOSE: The purpose of this Agreement is to describe MESD's and LHD's rights and obligations with respect to MESD's provision of Medicaid administrative claims processing services to LHD. LHD provides Title XIX Medicaid administrative services and wishes to seek reimbursement for such services from the Oregon Health Authority.

SECTION I LHD agrees to:

- A. To collect cost pool data on employees, and submit such data to MESD. Cost pool data includes: the name, title, job description, salary, and other personnel expenses for each individual employee or subcontractor; the percent of time each employee or subcontractor spends on the coded activities identified in the Time Study; and costs attributable to each employee's or subcontractor's position providing work.
- B. To provide the "Medicaid-eligible percentage" in accordance with OHA and Federal guidelines for purposes of the Time Study calculation.
- C. To submit signed training rosters for entry into the MESD web-based system.
- D. To pay an administrative fee to MESD of \$10 per cost pool participant per claiming period.
- E. To monitor compliance with the requirements of this Agreement.
- F. LHD shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement. Without limiting the generality of the foregoing, LHD expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; (v) the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations"; and (vi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- G. LHD shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, LHD shall maintain any other records pertinent to this Agreement in such a manner as to clearly document LHD's performance. LHD acknowledges and agrees that MESD, OHS, the Oregon Department of Justice, Medicaid Fraud Unit, the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of LHD that are pertinent to this Agreement to perform examinations and audits and to make excerpts and transcripts. LHD shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings

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for a minimum of seven (7) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

- H. LHD shall be financially responsible for the final amount of any claim for services provided under this Agreement that the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid ("CMS") or OHA finds unallowable under the Medicaid program. In the event CMS or OHA finds any costs claimed by LHD unallowable, OHA shall provide LHD written notice identifying the amount that must be refunded to CMS or OHA. Within thirty (30) calendar days of OHA's notice, LHD shall either (1) Make a payment to OHA for the full amount of the unallowable cost identified by OHA in its notice; or (2) Notify OHA in writing that LHD wishes to repay the unallowable amount from future payments or other means. OHA may then offset the unallowable amount from future payments owed to LHD under this Agreement, or any payment to LHD from OHA under any other contract or agreement between LHD and OHA, present or future. Nothing in this paragraph shall be construed as a waiver by either party of any process or remedy that might otherwise be available. The rights and remedies of OHA set forth in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided to OHA by law or under this Agreement.

SECTION II MESD agrees to:

- A. Provide a web-based survey tool for LHD employees to access and record their time study.
- B. Provide electronic data storage, including but not limited to:
1. Cost pool information used to compile the claim for each quarter.
 2. Tracking of dates LHD staff have been trained for the time study.
 3. Time study results.
- C. Maintain all records that support the quarterly payment claim for the work performed, including but not limited to, position details, cost information, Time Study results, records to indicate that services were requested and the extent of services provided, other resources that have been applied to offset costs, and any other information applicable to the work provided under this Agreement.
- D. Provide administrative/monitoring tools for the LHD coordinator and OHA system administrators that help the user to:
1. Monitor and review time study results.
 2. Manage cost pool data including but not limited to exporting reports to Excel.
 3. View survey code definitions.
 4. Store LHD information relating to the survey, e.g., Medicaid Eligible percents, for a minimum of seven (7) years.
 5. View training information that includes training expiration dates and participants that have been and need to be trained.
 6. View the claim electronically, including a detailed view of the claim.
- E. Revise all disapproved LHD MAC claims with correct information provided by LHD and resubmit corrected claiming information to OHA and LHD within three (3) business days of MESD's receipt of the corrected information.
- F. Submit a quarterly claim to LHD program manager.

- G. Maintain confidentiality of client information contained in LHD files provided to MESD to the full extent required by federal and state law and regulations.
- H. Provide technical assistance and training on the web-based MAC time study tool.

SECTION III MESD and LHD agree:

A. Confidentiality of Client Information:

1. LHD shall treat all information as to personal facts and circumstances obtained by the MESD on Medicaid eligible individuals as privileged communication, shall hold such information confidential, and shall not disclose such information without the written consent of the individual, his or her attorney, the responsible parent of a minor child, or the child's guardian, except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.
2. The use or disclosure of information concerning Medicaid eligible or potentially eligible individuals shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources. MESD and LHD will share information as necessary to effectively serve Medicaid eligible, or potentially eligible individuals.
3. Personally identifiable health information about applicants and Medicaid recipients will be subject to the transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA"). This Agreement may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA.

B. The attached STANDARD PROVISIONS are incorporated herein by reference and made a part of this Agreement.

C. Each party, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Each person signing this Agreement represents and warrants to have the authority necessary to execute this Agreement. This Agreement becomes effective upon execution and continues in effect until terminated by either party.

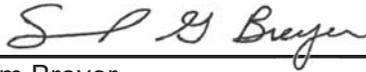
D. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written agreement signed by the Parties. This Agreement shall not be amended after the expiration date. No amendment to this Agreement shall be effective until it has been signed by all Parties and all necessary governmental approvals have been obtained.

E. MESD and LHD are the only parties to this Agreement, but because of the Parties' relationship with OHA, the Parties and OHA are entitled to enforce its terms. Nothing in the Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

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MULTNOMAH EDUCATION SERVICE
DISTRICT
Attn: Wendy Chase
11611 NE Ainsworth Circle
Portland, OR 97220

YAMHILL COUNTY HEALTH
DEPARTMENT
412 NE Ford Street
McMinnville, OR 97128



Sam Breyer
Superintendent

Lindsey Manfrin

Digitally signed by Lindsey Manfrin
DN: dc=us, dc=or, dc=yamhill, dc=co, ou=County,
ou=HHS, ou=Public Health, cn=Lindsey Manfrin,
email=manfrinl@co.yamhill.or.us
Date: 2021.06.04 09:22:33 -0700

for Yamhill County Health Department

Lindsey Manfrin, HHS Director

Printed Name / Title

Date

Approved by the BOC on: 6/13/24

via Board Order No.: 24-160

STANDARD PROVISIONS

1. MESD shall not be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, epidemic, strikes, act of God or the public enemy, unusually severe weather, legal act of public authority or delays or defaults caused by public carrier, which cannot reasonably be forecast or provided against.

2. Each party shall perform any services under this Agreement as an independent contractor. Each party shall be responsible exclusively with respect to their respective employees. Each party shall provide for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage and Public Employees Retirement System contributions. Each party shall be responsible, to the extent required by the Oregon Tort Claims Act (ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.

3. This Agreement may be terminated by mutual agreement, or by MESD upon 30 days written notice. No such termination shall prejudice any right or obligation of the parties already accrued prior to the effective date of termination.

4. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. In the event of any litigation between the parties arising out of or related to this Agreement, such litigation shall only be commenced and maintained in the Circuit Court of Multnomah County in Portland, Oregon.

5. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT.