

## **SIXTH AMENDMENT TO MENTAL HEALTH AND SUBSTANCE ABUSE DISORDER SERVICES AGREEMENT**

THIS SIXTH AMENDMENT TO THE MENTAL HEALTH AND SUBSTANCE ABUSE DISORDER AGREEMENT dated this 1<sup>ST</sup> day of January 2025, 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.
- B. The Underlying Agreement was first amended on September 2, 2021, memorialized as Board Order No. 21-313 (the “First Amendment”). The Underlying Agreement was amended on March 15, 2022, memorialized as Board Order No. 22-48 (the “Second Amendment”). The Underlying Agreement was amended on March 23, 2023, memorialized as Board Order No. 23-56 (the “Third Amendment”), amended on July 11, 2023, memorialized as Board Order No. 23-257 (the “Fourth Amendment”) and amended on February 1<sup>st</sup>, 2024, memorialized as Board Order No. 23-460 (the “Fifth Amendment”).
- C. The primary purpose of this Sixth Amendment is to further amend the Underlying Agreement to reflect changes to compensation effective January 1<sup>st</sup>, 2025, listed herein as Exhibit A, Compensation and Exhibit B, Quality Incentive Funding.
- D. Capitalized terms used in this Sixth Amendment, but not otherwise defined in this Sixth 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 Sixth Amendment shall be January 1<sup>st</sup>, 2025.
- 2. Term. The Term of the Underlying Agreement, as amended by this Sixth 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<sup>st</sup>, 2025.

3. Exhibit A of the Underlying Agreement, as amended by the First, Second, Third, Fourth and Fifth Amendments, is hereby deleted in its entirety and replaced with the new Exhibit A, attached hereto, and incorporated herein by this reference.
4. Exhibit B of the Underlying Agreement, is hereby deleted in its entirety and replaced with the new Exhibit B, attached hereto, and incorporated herein by this reference.
5. Ratification. Except as otherwise expressly modified by the terms of this Sixth 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.
6. Authority. YCCO and Provider and each of the persons executing this Sixth Amendment on behalf of YCCO and Provider hereby covenants and warrants that: (i) such party has full right and authority to enter into this Sixth Amendment and has taken all action required to authorize such party (and each person executing this Fifth Amendment on behalf of such party) to enter into this Sixth Amendment, and (ii) the person signing on behalf of such party is authorized to do so on behalf of such entity.
7. Binding Effect. All of the covenants contained in this Sixth 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.
8. Counterparts. This Sixth Amendment may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Sixth Amendment.
9. Recitals. The foregoing recitals are intended to be a material part of this Sixth Amendment and are incorporated herein by this reference.

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

**Yamhill County, Oregon**

**Yamhill Community Care Organization, Inc.**

Signed by:  
By: Lindsay Berschauer  
TE3542C8E2074D7...  
Name (printed) Lindsay Berschauer  
Title: Chair, Board of Commissioners  
Dated: 12/19/2024

By: Seamus McCarthy  
Name (printed) Seamus McCarthy  
Title: CEO  
Dated: 12/26/2024

Signed by:  
By: Lindsey Manfrin  
FEB18FF7C3564C2...  
Name (printed) Lindsey Manfrin  
Title: HHS Director  
Dated: 12/19/2024

**Approved by the BOC on:12/19/24  
via Board Order No.:24-367**

**FORM APPROVED BY**

Signed by:  
By: Jodi Gollehon  
7B2A1369424542B...  
Name Printed: Jodi Gollehon  
Title: Assistant County Counsel  
Dated: 12/19/2024

## Exhibit A Compensation

### **Part 1: PMPM Rates (Effective 01/01/2025)**

Direct Member Services	Base Per Member Per Month	Primary Medicaid Directed Payment Per Member Per Month	Total Per Member Per Month
Mental Health Outpatient*	\$18.50	\$5.73	\$24.23
Mobile Crisis/Stabilization	\$7.25	\$1.79	\$9.04
SUD Outpatient**	\$7.78	\$2.41	\$10.19
Transitional Treatment Recovery Services***	\$3.00	N/A	\$3.00
System of Care Wraparound	\$3.58	N/A	\$3.58
ACT/SE	\$2.42	\$0.75	\$3.17
Intensive In-Home Behavioral Health Treatment (IIBHT)	\$0.54	\$0.17	\$0.71
LMHA Care Coordination****	\$0.93	N/A	\$0.93
Health Related Services	Base Per Member Per Month	Primary Medicaid Directed Payment Per Member Per Month	Per Member Per Month
YHHS Flex Purchases	\$0.17	N/A	\$0.17
Community Benefit Initiative (CBI)	\$0.23	N/A	\$0.23
<b>Total PMPM</b>	<b>\$44.40</b>	<b>\$10.85</b>	<b>\$55.25</b>

\*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.

Membership counts to be calculated by the Provider based on membership for the 15<sup>th</sup> 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.

**Part 2: Monthly Capacity Rates (Effective 01/01/2025)**

Direct Member Services	01/01/25-12/31/25	01/01/25-12/31/25
	Per Month	Annual
Mental Health Outpatient – LCS - School-based mental health outpatient services	\$45,535.17	\$546,422.08
Mental Health Respite	\$41,975.29	\$503,703.43
Health Related Services	Per Month	Annual
Dual Diagnosis Anonymous	\$2,326.70	\$27,920.40
Warmline	\$2,666.64	\$31,999.62
Lines for Life	\$9,137.84	\$109,654.03
<b>Total Capacity</b>	<b>\$101,641.63</b>	<b>\$1,219,699.56</b>

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. 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.

**Exhibit B**  
**Quality Incentive Funding**

Provider will participate in the YCCO Pay for Performance (P4P) quality pool measures as determined and approved by YCCO’s Board of Directors and P4P committee. The P4P available under this Agreement is dependent on funds passed through CCO Contract #161768 to YCCO and then onto Provider. The next available payout will be in calendar year 2026 for services rendered in calendar year 2025.

The P4P payment will be based on the achievement of the annual YCCO Improvement Target for the following OHA quality measures related to mental health and substance abuse disorder services:

<b>Measure</b>	<b>Measure Description</b>
Disparity Measure: Emergency Department Utilization among Members with Mental Illness	Number of ED visits per 1,000 member months for adult members enrolled within the organization who are identified as having experienced mental illness
Mental and Physical Health and Oral Health Assessment within 60 days for Children in DHS custody	Percentage of children ages 0-17 who received a physical health assessment, children ages 1-17 who received a dental health assessment, and children ages 4-17 who received a mental health assessment within 60 days of the state notifying CCOs that the children were placed into custody with the Department of Human Services (Foster Care)
Initiation and Engagement of Substance Use Disorder Treatment	Percentage of adolescent and adult patients with a new episode of alcohol or other drug (AOD) dependence who (1) initiated treatment through an inpatient AOD admission, outpatient visit, intensive outpatient encounter or partial hospitalization within 14 days of the diagnosis and (2) who initiated treatment and who had two or more additional services with a diagnosis of AOD within 34 days of the initiation visit