Marion County OREGON FINANCE DEPARTMENT

Contract Review Sheet

HE-3063-19 (11)

Contract for Services #: **HE-3063-19** Amendment #: **11**

Contact: **Lyndsie Schwarz** Department: **Health and Human Services**

Phone #: **(503) 584-4898** Date Sent: **Monday, February 12, 2024**

Title: **PacificSource Community Solutions**

Contractor's Name: **PacificSource Community Solutions**

Term - Date From: **January 1, 2020** Expires: **December 31, 2024**

Original Contract Amount: **$ 19,172,591.00** Previous Amendments Amount: **$ 43,000,000.00**

Current Amendment: **$ 26,000,000.00** New Contract Total: **$ 88,172,591.00** Amd% **360%**

☑ Incoming Funds ☐ Federal Funds ☑ Reinstatement ☐ Retroactive ☑ Amendment greater than 25%

Source Selection Method: **Not Applicable (Incoming Funds)**

Description of Services or Grant Award

MCHHS is entering into a Participating Provider Agreement with PacificSource whom is acting by and through OHA HSD to implement and administer services under the Oregon Health Plan. The parties shall enter into this agreement to provide Covered Services to PacificSource Members under a Coordinated Care Organization Contract with OHA.
Amendment #11: Adds funds in the amount of $26,000,000.00. Remove Cover All Kids Attachment A dated effective 01/01/2020 shall be replaced with Amended Healthier Oregon Program Attachment A dated effective 01/01/2023. Updates Reimbursement Schedule – Risk/Incentive Model under section 2.0 Compensation; 2.1 Fee for Service Reimbursement.

Desired BOC Session Date: **3/06/2024** Files submitted in CMS for Approval: **2/14/2024**

Agenda Planning Date **2/22/2024** Printed packets due in Finance: **2/20/2024**

Management Update **2/20/2024** BOC upload / Board Session email: **2/21/2024**

BOC Session Presenter(s) **Ryan Matthews**

FOR FINANCE USE

Date Finance Received: **2/13/2024** Date Legal Received:

Comments: **Y**

REQUIRED APPROVALS

DocuSigned by: Jeff D White D1ECCAACCDB14CB... 2/13/2024
Finance - Contracts Date

DocuSigned by: Lyndsie Schwarz B84A939ECD02459... 2/14/2024
Contract Specialist Date

DocuSigned by: Scott Norris 60C98A6E708240B... 2/14/2024
Legal Counsel Date

DocuSigned by: Jan Fritz 1E984034585E453... 2/14/2024
Chief Administrative Officer Date

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: March 6, 2024

Department: Health and Human Services

Title PacificSource Community Solutions (HE-3063-19 AMD#11)

Agenda Planning Date: 2/22/2024 **Management Update/Work Session Date:** 02/20/2024 **Audio/Visual aids** ☐

Time Required 10 **Contact:** Lyndsie Schwarz **Phone:** 4898

Requested Action: Approval

Issue, Description & Background: MCHHS is entering into a Participating Provider Agreement with PacificSource whom is acting by and through OHA HSD to implement and administer services under the Oregon Health Plan. The parties shall enter into this agreement to provide Covered Services to PacificSource Members under a Coordinated Care Organization Contract with OHA.

Amendment 11: Adds funds in the amount of $26,000,000.00. Remove Cover All Kids Attachment A dated effective 01/01/2020 shall be replaced with Amended Healthier Oregon Program Attachment A dated effective 01/01/2023. Updates Reimbursement Schedule – Risk/Incentive Model under section 2.0 Compensation; 2.1 Fee for Service Reimbursement.

Financial Impacts: N/A

Impacts to Department & External Agencies: Health and Human Services anticipates no financial impact to other departments.

List of attachments:

Presenter: Ryan Matthews

Department Head Signature:

DocuSigned by:
Ryan Matthews
7D28A787656F458...

REQUEST FOR AUTHORIZATION OF CONTRACT
HE-3063-19

Date: January 29, 2024
To: Chief Administrative Officer
Cc: Contract File
From: Lyndsie Schwarz

I. Subject: Reinstatement

The Marion County Health and Human Services (MCHHS) is requesting approval to reinstate a contract as described in Section 10-0570 of the Marion County Public Contracting Rules. The contract is with PacificSource Community Solutions for PacificSource Community Solutions with a value of $88,172,591.00 and upon approval will be reinstated and in full force and effect, as if it had not expired with a new expiration date of 12/31/2024.

A. BACKGROUND

MCHHS is entering into a Participating Provider Agreement with PacificSource whom is acting by and through OHA HSD to implement and administer services under the Oregon Health Plan. The parties shall enter into this agreement to provide Covered Services to PacificSource Members under a Coordinated Care Organization Contract with OHA.

Original Agreement: $19,172,591.00.
Amendment 1: adds scope to include "Cover All Kids" which expands OHP to include all children and teens regardless of immigration status.
Amendment 2: replaces Program-Based reimbursement language
Amendment 3: revises term language
Amendment 4: revises Provider Service Agreement re: CCO Quality QIM
Amendment 5: revises Section 2.3 Program Based Reimbursement; specifically adds pass through for NWHS
Amendment 6: adds funds in the amount of $19,000,000.00 for 2022; revises Reimbursement Schedule.
Amendment 7: Attachment A1 dated effective 01/01/2022 shall be replaced with Amended Attachment A2 dated effective 07/01/2022, Reimbursement Schedule – Risk/Incentive Mode.
Amendment 8: Effective 1/1/2021 Section 6.0 Performance Measures and Reporting (including
sections 6.1 and 6.2) shall be deleted from Attachment A-1 dated effective 1/1/2020.
Amendment 9: Performance Measures in Attachment A-2 dated effective 07/01/2022 shall be replaced with measure below dated effective 01/01/2022.
Amendment 10: Adds additional incoming funds in the amount of $24,000,000 I. Attachment A-2 dated effective 07/01/2022 shall be replaced with Amended Attachment A-2 dated effective 01/01/2023. II. Cover All Kids Attachment A dated effective 01/01/2020 shall be replaced with Amended Healthier Oregon Program Attachment A dated effective 01/01/2023. III. Youth Fidelity Wraparound Addendum shall be added effective 01/01/2023.

B. As required by MCPCR, a concise written statement must be submitted meeting the requirements of 10-0570(1).

This contract was not renewed in a timely manner due to unforeseen or unavoidable conditions during contract negotiations.

II. Subject: Amendment Exceeds 25%

DIPS CODE: Varies Allocations
Budget Authority: ☒ Yes ☐ No, [indicate why if No]
CIP: N/A

The Marion County Health and Human Services (MCHHS) is requesting approval to amend a contract as described in Section 20-0265, 20-0270, 30-0320, 40-0160, and 40-0910 of the Marion County Public Contracting Rules. The contract is with PacificSource Community Solutions for PacificSource Community Solutions with a value of $62,172,591.00 and an additional $26,000,000.00 will be added to the contract for a new contract total of $88,172,591.00 upon approval.

A. BACKGROUND

MCHHS is entering into a Participating Provider Agreement with PacificSource whom is acting by and through OHA HSD to implement and administer services under the Oregon Health Plan. The parties shall enter into this agreement to provide Covered Services to PacificSource Members under a Coordinated Care Organization Contract with OHA.

Original Agreement: $19,172,591.00.
Amendment 1: adds scope to include "Cover All Kids" which expands OHP to include all children and teens regardless of immigration status.
Amendment 2: replaces Program-Based reimbursement language
Amendment 3: revises term language
Amendment 4: revises Provider Service Agreement re: CCO Quality QIM
Amendment 5: revises Section 2.3 Program Based Reimbursement; specifically adds pass through for NWHS
Amendment 6: adds funds in the amount of $19,000,000.00 for 2022; revises Reimbursement Schedule.
Amendment 7: Attachment A1 dated effective 01/01/2022 shall be replaced with Amended Attachment A2 dated effective 07/01/2022, Reimbursement Schedule – Risk/Incentive Mode.
Amendment 8: Effective 1/1/2021 Section 6.0 Performance Measures and Reporting (including
sections 6.1 and 6.2) shall be deleted from Attachment A-1 dated effective 1/1/2020.
Amendment 9: Performance Measures in Attachment A-2 dated effective 07/01/2022 shall be replaced with measure below dated effective 01/01/2022.
Amendment 10: Adds additional incoming funds in the amount of $24,000,000 I. Attachment A-2 dated effective 07/01/2022 shall be replaced with Amended Attachment A-2

dated effective 01/01/2023. II. Cover All Kids Attachment A dated effective 01/01/2020 shall be replaced with Amended Healthier Oregon Program Attachment A dated effective 01/01/2023. III. Youth Fidelity Wraparound Addendum shall be added effective 01/01/2023.

B. CURRENT AMENDMENT PURPOSE

Amendment 11: Adds funds in the amount of $26,000,000.00 for the PMPM (prospective per-member per-month) and ACT/WRAP billables, FFS (Fee-for-service) Component, and QIMS payment in 2024.

C. JUSTIFICATION

MCHHS is continuing a Participating Provider Agreement with PacificSource whom is acting by and through OHA HSD to implement and administer services under the Oregon Health Plan. Through this agreement the parties provide Covered Services to PacificSource Members under a Coordinated Care Organization Contract with OHA.

D. BUDGET IMPACTS

1. Are the expected expenditures for the current fiscal year under the contract, including any additional funds being requested with this action, already included in the current year adopted budget? ☒ Yes ☐ No

2. If yes, amount $26,000,000.00 Program / Account Varies Allocations

3. If no, describe the amount and how the anticipated expenditures will be handled within the budget:

   a. Amount: $_____

   b. Managed with anticipated savings– explain why and from what costing:
   _____
   _____
   _____
   _____

   c. Will require a supplemental budget request – provide the expected funding source and costing:

      i. Funding Source: _____

      ii. Costing: _____

Submitted by:

DocuSigned by:
Lyndsie Schwarz
B84A939FCD02459...

Lyndsie Schwarz
Health and Human Services

Reviewed by:

DocuSigned by:
Jeff D White
D1FCCAACCDB14CB...

Contracts & Procurement

Acknowledged by:

DocuSigned by:
Ryan Matthews
7D28A787656F458...

Department Head

Acknowledged by:

DocuSigned by:
Jan Fritz
1E984034585E453...

Jan Fritz, CAO

AMENDMENT TO

PacificSource / Marion County, a political subdivision of the State of Oregon

PARTICIPATING PROVIDER SERVICE AGREEMENT

Effective January 1, 2024, the PacificSource Participating Provider Service Agreement with Marion County, a political subdivision of the State of Oregon is amended as follows:

I. **Attachment A-2** dated effective 01/01/2023 shall be replaced with **Amended Attachment A-2** dated effective 01/01/2024.

II. **Youth Fidelity Wraparound Addendum** shall be added effective 01/01/2024.

Except for the changes described herein, the Participating Provider Service Agreement remains unchanged.

HEALTH PLAN:		**PROVIDER:**	
PACIFICSOURCE COMMUNITY SOLUTIONS		**MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF OREGON**	
By:		By:	DocuSigned by: Ryan Matthews 7D28A787656E458... (Signature)
Name:	Peter McGarry	Name:	Ryan Matthews
Title:	Vice President – Provider Network	Title:	HHS Administrator
Date:		Date:	2/13/2024
Email:	ORContracting@pacificsource.com	Email:	RMatthews@co.marion.or.us

SIGNATURE PAGE FOR
PACIFICSOURCE COMMUNITY SOLUTIONS - HE-3063-19 AMD #11
between
MARION COUNTY and PACIFICSOURCE COMMUNITY SOLUTIONS

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

Chair	Date
Commissioner	Date
Commissioner	Date
Authorized Signature: DocuSigned by: Ryan Matthews 7D28A787656F458... Department Director or designee	2/13/2024 Date
Authorized Signature: DocuSigned by: Jan Fritz 1E984034585E453... Chief Administrative Officer	2/14/2024 Date
Reviewed by Signature: DocuSigned by: Scott Norris 60C98A6F708240B... Marion County Legal Counsel	2/14/2024 Date
Reviewed by Signature: DocuSigned by: Jeff D White D1FCCAACCDB14CB... Marion County Contracts & Procurement	2/13/2024 Date

Attachment A-2

Marion County, a political subdivision of the State of Oregon

January 1, 2024

Reimbursement Schedule – Risk/Incentive Model

Behavioral Health Provider or Community Mental Health Program

1.0 RISK/INCENTIVE MODEL.

The Risk/Incentive model agreed upon by Health Plan and Provider shall contain the following:

(A) A risk/incentive model involving multiple community Health Care Budgets for populations of Members assigned to specific physical health primary care providers, derived from revenue allocated for the physical health and behavioral health care needs of Members, and a settlement for providers with budget-based aligned incentives as indicated in this Attachment A.

(B) Fee-for-service payment for professional services provided by Provider with a Claims Risk Withhold, in addition to program-based PMPM reimbursement where appropriate.

(C) For distinct OHP Member populations assigned to physical health primary care providers with risk/incentive models in their agreements with Health Plan. A risk/incentive model which features Revenue and Expenses for physical health and behavioral health professional and residential services under OHP and paid by the State of Oregon to Health Plan as a global capitation payment, and less revenue reductions pertaining to (i) Hepatitis C reconciliations (as reconciled with the State of Oregon if necessary), (ii) HRA adjustments, taxes, premium transfers and other OHA mandated premium reductions, and (iii) excluding Revenue and Expenses in the following categories:

- State of Oregon mandated spending/expenses on social determinants of health.
- “Dental Care” premium allocation and expenses until such time as this premium and expenses are added to risk model described here.
- “Non-Emergent Medical Transportation” premium allocation and expenses.
- CCO Quality Incentive Measure (“QIM”) withhold return from the State of Oregon received in the year of settlement, whose distribution methodology is excluded as determined by the CCO Health Council.
- Operating payments to the CCO Health Council, taxes, adjustments and premium transfers.

(D) Contract terms that are consistent with the Joint Management Agreement (JMA) and JMA budget signed between Health Plan and the CCO Health Council which specifies the rules, duties, obligation, limitations on Health Plan margin, "Health Services" allocations, and other obligations and expenses for Health Plan as a CCO.

(E) Metrics which specify the return of part or all of the Risk Withhold and Surplus which may result from health care expenses measured against the HCB.

2.0 COMPENSATION.

2.1 Fee For Service Reimbursement

SERVICE/PROCEDURE	MAXIMUM ALLOWABLE	PERFORMANCE WITHHOLD
Outpatient Mental Health Services: 90785, 90832-90834, 90836-90840, 90846, 90847, 90849, 90853, 90882, 90887, H0004, H0032, T1023, T2010, T2011	132% of OHP Allowable[1, 2, 3]	10%
Outpatient Behavioral Health Assessments: 90791, 90792, 96130-96133, 96136, 96137, H0001, H0031, H2000	164% of OHP Allowable[1, 2, 3]	10%
Other Outpatient Substance Use Disorder Services: H0002, H0004 (HF or HG), H0005, H0006, H0020, H0022, H0033, T1006	132% of OHP Allowable[1, 2, 3]	10%
Evaluation and Management Services: 99202-99205, 99211-99215, 99354, 99355	164% of OHP Allowable[1, 2, 3]	10%
ABA Therapy Services	100% of OHP Allowable[1, 2, 3]	10%
THW Services: Consistent with PacificSource guidelines	100% of OHP Allowable[1, 2, 3]	10%
Laboratory, DME: Services listed in the OHP Medical-Dental Fee Schedule	100% of OHP Allowable[1, 2]	10%
Injectables, Vaccines, Immunizations: Services listed in the OHP Medical-Dental Fee Schedule	100% of Billed Charge	10%
Services and procedures not otherwise listed in this Attachment Services listed in the OHP Behavioral Health Fee Schedule Services listed in the OHP Medical-Dental Fee Schedule	 100% of OHP Allowable[1,2] 100% of OHP Allowable[1,2]	10%
Services and procedures without an established unit value listed above: PacificSource Health Plans may establish such unit values for purposes of its Maximum Allowable rate determination.	PacificSource Community Solutions Default Fee Allowance[4]	10%

Note: Payment will be based upon the lesser of the billed amount or PacificSource negotiated rates in effect at the time of service or supplies are rendered or provided as specified above.

1. PacificSource will reimburse based on the rates published as of the date of adjudication.
2. Updates to the schedules noted above shall be updated in accordance with OHP.
3. OHP Behavioral Health Fee Schedule is primary, OHP Medical-Dental Fee Schedule is secondary.
4. PacificSource utilizes industry standard publications and rate methods to supplement codes not established by the above noted methodologies.

2.2 Program-Based Reimbursement

Reimbursement for the services and programs defined below will be calculated as a per-member per-month (PMPM) payment based on full CCO (not county-specific) membership eligible for behavioral health benefits. The PMPM payment will be made prospectively based on the rates listed below with retroactive reconciliation as described below completed by Health Plan based on quarterly Provider reports using Health Plan's reporting template.

Services and Programs	Unit of Measure	$ per Unit
Youth Fidelity Wraparound Program (inclusive of all services, including those sub-contracted)	Per-Member Per-Month	$1,131.00[1]

1. On or before the 5th of the month, Provider shall send an invoice to Health Plan for Children's Wraparound Care Coordination. The invoice must include members served in the previous month and include the following data:

- Member name
- Member date of birth
- Medicaid ID number

Services and Programs	Unit of Measure	$ per Unit	Actual Payment Per Unit or PMPM
Professional Supervision for Licensure	Per supervision Session (60/45/30 minute increments), paid quarterly	60 = $435.55 45 = $295.89 30 = $200.65	
Local Public Health Authority Services	Per member per month		$0.32
Local Mental Health Authority Services (i.e. residential care coordination, civil commitment, system coordination)	Per member per month		$0.16
Assertive Community Treatment	Per enrolled member per month	$2,305.00	
Community Support Services (CSS) Total	Per member per month		
Total Program Support			**$10.27**

Allocation of payment for Community Support Services			
Crisis			$2.42
Mobile Crisis			$0.69
Supported Employment-Education			$0.84
Early Psychosis including EASA			$0.84
SPMI Day Treatment			$0.98
Intensive Children's Services			$0.37
Her Place			$0.44
His Place			$0.44
Other CSS			$2.77

Services and Programs	Description, Conditions, and Reporting
Youth Fidelity Wraparound Program	Condition: Fidelity to OHA model Reporting: Monthly enrollment and enrollee encounters. On or before the 5th of the month, Provider shall send an invoice to Health Plan. This invoice shall indicate members served in a previous month and include the following data: • Member name • Member date of birth • Member identification number Payment: Health Plan shall verify member eligibility and coverage, prorating the monthly rate should the member have not been eligible for services for the entire month. Provider will submit additional data elements as determined by Health Plan in order to verify the services rendered and member eligibility.
Professional Supervision for Licensure	Description: Registered Associate is defined as individual who has completed education requirements and registered with their respective licensing board as they complete clinical hours for licensure. To quality for payment, Registered Associates must be employed by Provider and have entered into a board-approved supervisory agreement with a Clinical Supervisor employed by a Provider. Reporting: Provider shall submit supervision log for supervision hours provided to Registered Associates on or before 15 days following quarter's end. Annually (on or before January 15th), provider will submit roster of Registered Associates that Provider staff had supervision agreements with in prior year. Provider will include the supervision agreement for each Registered Associate listed. Payment: Payment is calculated by estimating potential revenue lost due to Clinical Supervisor and Registered Associate not being able to bill for psychotherapy services during supervision time. Payment may be recouped if evidence of a supervision agreement between the Registered Associate and Clinical Supervisor is not provided.
Assertive Community Treatment (ACT)	Reporting: Monthly enrollment and enrollee encounters. Provider shall send an invoice to Health Plan n or before the 5th of the

Services and Programs	Description, Conditions, and Reporting
	month. This invoice shall indicate members served in a previous month and include the following data: • Member name • Member date of birth • Member identification number Payment: Health Plan shall verify member eligibility and coverage, prorating the monthly rate should the member have not been eligible for services for the entire month. Provider will submit additional data elements as determined by Health Plan in order to verify the services rendered and member eligibility.
Community Support Services (CSS) Total	Reporting: Actual expenditures, enrollment, performance, and outcomes. Payment: Allocation of Program Support payment across CSS may be recalculated during the third quarter of each calendar year based on Provider's prior fiscal year budget and actual financials.

The following codes will be encountered at 100% of OHP fee schedule but not paid because payment is included in the Services and Program payments detailed above:

Services and Programs	Codes
Youth Fidelity Wraparound	H2011, H2022
Fidelity Assertive Community Treatment	H0039
Day Treatment	H0036
Crisis	H2011, S9484, S9125
Early Psychosis including EASA	
Peer Support Services	H0038
Supported Employment/Education	H2023
Intensive Children's Services	
Additional Community Support Services	G0176, G0177, H0034, H0046, H2010, H2014, H2018, H2027, H2032, H2033, T1016, H2021

2.3 Performance Withhold Return Contingent On Quality

One hundred percent (100%) of any Provider's Performance Withhold return will be paid contingent on the performance of the performance measures defined in this Attachment, some of which are established and measured by the State of Oregon for the entire CCO and will be awarded based on such State of Oregon measurement and State of Oregon final payment for the CCO.

3.0 SETTLEMENT PERAMETERS.

3.1 Settlement Parameters

The following settlement parameters for this section pertain for OHP members assigned to Provider.

3.2 Time Period.

Annual Performance Withhold settlement will occur for the calendar year in the month of August after the close of the contract period ending December 31st. Performance Withhold return will be made to Provider in the month of August after final OHA determinations of QIM revenue determinations.

3.3 Performance Withhold Settlement Summary.

Health Plan shall be responsible for computing, documenting, and reporting to Provider an annual Performance Withhold settlement summary. This report shall be submitted to Provider in the month of August after year-end.

3.4 Budget Surplus or Deficit

For the contract period for the experience of Members assigned to any physical health primary care provider with a risk/incentive model in their agreement with Health Plan, the Health Care Budget will be compared to actual expenses incurred to determine whether a Surplus or Deficit exists.

3.4.1 Value Based Payment.

Provider will cooperate with Health Plan in complying with OHA requirements for value-based payments in the areas of: Maternity, Hospital, Pediatric, Behavioral Health and Oral Health care. As such, Performance Withhold return may be contingent on a specific array of metrics pertaining to these OHA-required areas as determined by Health Plan and Provider.

3.4.2 Unearned Performance Withhold

Any Unearned Performance Withhold shall be allocated in the following order:

1st Used to contribute to Health Plan's limited margin, consistent with the limitation in the Joint Management Agreement (JMA) between Health Plan and the CCO Health Council.

2nd Any remaining Unearned Performance Withhold Payment will be treated as shared savings under the terms of the JMA.

4.0 PERFORMANCE MEASURES AND REPORTING.

4.1 Performance Measures

Any Performance Withhold Distribution to Provider shall be based on the below, with the weight of each performance measure representing the percentage of return to be paid based on achieving the measure.

4.2 Performance Reports

Performance measure reports from Provider shall be submitted using Health Plan's ShareFile site by 11:59pm on the due date stated. Late submissions will incur a 25% penalty on weighted performance withhold value per partial or full week that reporting is submitted after the due date.

5.0 GENERAL PROVISIONS.

5.1 Requirements

Provider will cooperate with Health Plan on Health Plan's CAHPS Improvement Plans.

Provider allow Health Plan to share individual provider performance with CCO Health Councils.

Provider will collaborate with Health Plan to gain consensus through the CCO Health Council on maximizing and distributing Quality Pool funds from OHA.

Provider will collaborate with Health Plan to comply with the OHA Health Plan Quality Metrics Committee (HPQMC), with Health HPlan responsible for describing quality metrics from the HPQMC that will be used.

Provider will collaborate with Health Plan to comply with OHA's Practitioner Incentive Plan (PIP) reporting.

Provider will cooperate with Health Plan to collaborate on fulfilling any OHA requirements in the increased adoption of Health Information Exchange (HIE), Health Information Technology (HIT), and Electronic Health Record (EHR) technology.

5.2 Oregon Health Plan/OHA Capitation Administration Regulations

In the event of (a) new or changing requirements, rules, regulations or guidance related to applicable provider capitation payments made by Health Plan to Provider, and per Health Plan Exhibit L filing and Medical Loss Ratio filings submitted to OHA, and/or (b) Health Plan's and/or OHA's interpretation of applicability of such requirements, rules, regulations, or guidance and applicability of Health Plan's capitation payment methodology with Provider, Health Plan may enact the following:

- A charge commensurate with any OHA recoupment, demand for repayment, charge, tax or fee, to be charged against the CCO Health Care Budget, and/or
- A renegotiation with Provider to revert all payment methodologies entailing Provider capitation, to a fee-for-service payment methodology.

Provider shall cooperate with Health Plan to produce reports for Health Plan and/or OHA that satisfy to Health Plan and OHA discretion, the requirements, rules, regulations or guidance from OHA related to capitation payments.

5.3 Oregon Health Plan/OHA Possible Premium Revision / MLR-based repayment to OHA

In the event of a revision of premium levels for OHP members by the State of Oregon/OHA by a net amount deemed by Health Plan to be inconsistent with the reimbursement agreed to in this 2020 Agreement, Health Plan will notify Provider of such inconsistency in writing, and both parties will enter into a renegotiation of 2020 reimbursement rates to achieve consistency with any new Oregon Health Plan/OHA premium levels.

In the event OHA determines Health Plan must pay OHA any sum because the CCO Medical Loss Ratio (MLR), as determined by OHA, does not meet a minimum threshold for the entire population or any benefit-category specific sub populations, PacificSource reserves the right to (a) deduct a pro-rata portion of such repayment from the Health Care Budget in Section 6, or (b) make direct investments to increase the MLR and offset such expenses with the settlement, upon communication with Provider and the CCO Health Council.

5.4 MLR Reporting.

This reporting pertains specifically to the Exhibit L Financial Reporting Supplemental SE. Provider shall submit to Health Plan a report for each clinic for the cost time period of January 1 – June 30 by July 31, using a format accepted by the OHA. Provider shall submit to Health Plan a report for each clinic for the cost year January 1 – December 31 by February 28, using a format accepted by the OHA. Provider shall refer to the OHA CCO Contract Forms website at https://www.oregon.gov/oha/HSD/OHP/pages/cco-contract-forms.aspx for support. Any changes to reporting requirements set forth by the OHA will supersede the above requirements.

5.4 Community Health Improvement Plan, Transformation Plan and Health Council Activities.

Provider will collaborate with Health Plan, the CCO Health Council, and other stakeholders in completing a Community Health Assessment (CHA) and a Community Health Improvement Plan (CHIP), and in carrying out activities to implement the CHIP including any recommendation tied to community access studies. Provider will collaborate with PacificSource, the CCO Health Council, and other stakeholders to carry out the Transformation And Quality Strategies. For purposes of the CHA, CHIP, or Transformation And Quality Strategies, for reporting to the CCO Health Council or any of its subcommittees, or for reporting to OHA, PacificSource may share Provider utilization, membership numbers, and additional performance data. Provider will collaborate with PacificSource and the CCO Health Council to meet Transformation And Quality Strategies requirements and participate in Transformation And Quality Strategy projects.

5.6 Value-Based Payment.

Provider agrees to participate in Health Plan's Value-Based Payment (VBP) program, consistent with OHA requirements in which an increasing portion of provider payment conforms to the Learning and Action Network (LAN) category 2C or higher, which may entail the following elements.

- Payment based on any of the above methodologies
- Payment Withhold
- Surplus sharing
- Payment models to support care transformation and quality improvement in the following areas:

  Hospital Care
  Maternity Care
  Children's Care

Behavioral Health Care
Oral Health Care

In collaboration with Provider, PacificSource will share with Provider information pertaining to Health Information Technology (HIT) to support success in effective participation with the VBP program.

6.0 MISCELLANEOUS.

6.1 Defined Terms

Any terms not otherwise defined herein shall have the meaning set forth in the Participating Provider Agreement.

6.2 Precedence

Any conflict or inconsistency shall be resolved by giving precedence to this Attachment first then the Participating Provider Agreement.

ADDENDUM

Marion County, a political subdivision of the State of Oregon

01/01/2024

Youth Fidelity Wraparound

RECITALS

A. Wraparound is an intensive care coordination process for youth with emotional and behavioral disorders who are involved in multiple systems. These systems include, but are not limited to, mental health, addictions, child welfare, intellectual or developmental disabilities, juvenile justice, and education. Wraparound is a team-based, strengths-based process that organizes a youth-and-family-driven system of services and supports. Services and supports are individualized for a youth and family to achieve a positive set of outcomes.

B. Provider is committed to participating in supporting the continuum of care that integrates health services by means of implementing a System of Care approach that includes models such as Wraparound for children with behavioral health disorders.

C. Provider serves as a Wraparound Provider or supports multiple Wraparound Providers, and Provider specializes in providing Wraparound supports to eligible Members in accordance with OAR 309-019-0326. Provider delivers Wraparound supports pursuant to Fidelity Wraparound requirements, as required by OAR 309-019-0326 and Exhibit M of the CCO Contract.

1. WRAPAROUND WORK.

Health Plan retains Provider to create, support, and manage the services for its Members in the Service Area as described and in accordance with this Section 1 (the "Wraparound Work"). Provider agrees to render all Wraparound Work in accordance with the terms and conditions of the Agreement and this Attachment, applicable state and federal law, applicable government regulations and guidance, and in conformity with appropriate and accepted standards of care for those services. Nothing herein is intended to create, and shall not create, any exclusive arrangement between Health Plan and Provider. This Agreement shall not restrict either Party from acquiring similar, equal or like goods or services from other entities or sources. The Parties acknowledge that there may be changes in OHA guidance or interpretation in the future that impact this Agreement. The Parties agree to work together to adjust and incorporate such OHA guidance and interpretations into this Agreement and/or into the work performed hereunder, as well as any new requirements from an amendment to the CCO Contract or as otherwise required by OHA. Provider shall perform Wraparound Work, as described in greater detail below:

1.1 Wraparound Services. Provider shall administer Wraparound care coordination services to Fidelity, consistent with the obligations specifically related to Wraparound services set forth in OAR 309-019-0326 and Exhibit M of the CCO Contract. In particular, Provider shall:

- Ensure certified providers administer the Child and Adolescent Needs and Strengths Assessment ("CANS") Oregon to members, consistent with the requirements set forth in Exhibit M of the CCO Contract, including input of CANS data into state data system. All staff administering the CANS must be certified by the Praed Foundation;
- Ensure its providers and staff are trained in integration and foundations of Trauma Informed Care, recovery principles, motivational interviewing, assessing for Adverse Childhood Experiences, and rendering services in a Culturally and Linguistically Appropriate manner;
- Adhere to applicable elements of the System of Care Wraparound Initiative Guidance Document published by the OHA; and
- Complete required documents for each enrolled youth and their family pursuant to the Fidelity model.
- Input member information into state's Fidelity and Monitoring System, WrapStat, including: Medicaid ID numbers, Wraparound enrollments, discharges, and member demographic information.
- Distribute WFI-EZs according to the evaluation cycles identified in WrapStat, ensuring all youth and members of their Wraparound team who are a part of the evaluation cycle are provided the opportunity to complete a WFI-EZ. WFI-EZs can be collected electronically through WrapStat or in hard copy format, with all paper copies required to be submitted to Health Plan for entry into WrapStat.
- Complete TOMs during evaluation cycles identified in WrapStat.

1.2 Clients Served. Provider shall be reimbursed for the number of Wraparound clients served each month. Provider will be responsible for invoicing PacificSource on a monthly basis to indicate youth enrolled in Wraparound program.

1.3 PacificSource's Wraparound Policies. Provider agrees to comply with Health Plan's Wraparound policies and procedures, including those policies and procedures specifically related to Wraparound services described in Exhibit M of the CCO Contract. Provider also agrees to provide feedback not less than annually in order to support Health Plan in improving its policies and procedures to meet the needs of the local community.

1.4 Wraparound Staff. Provider will ensure the implementation of Fidelity Wraparound by hiring and training the following staff required in Exhibit M to deliver Wraparound Work:

- Wraparound Care Coordinator;
- Wraparound Supervisor;
- Wraparound Coach;
- Youth Peer Delivered Service Provider;
- Family Peer Delivered Service Provider; and
- Peer Delivered Service Provider Supervisor.

1.5 Workforce. On not less than a quarterly basis, Provider agrees to share with Health Plan a summary of its workforce, including whether any of its employed or contracted workforce are certified or grandfathered as traditional health workers, as well as their corresponding scope of practice using a THW reporting template supplied by Health Plan. This information is required by the OHA, and allows the Health Plan to develop targeted strategies to meet member health needs. After Provider produces this analysis, the Parties agree to meet and review the analysis to discuss barriers and opportunities.

1.6 Assistance in Meeting OHA Obligations. Provider agrees to cooperate with and assist PacificSource in fulfilling PacificSource's obligations to the OHA with regard to services performed under this Agreement. Notwithstanding the foregoing, nothing in this Attachment will require Provider to provide oral health or physical health interventions unless otherwise agreed to by the parties.

1.7 Behavioral Health Report. Provider agrees to collaborate with Health Plan to complete reporting to the OHA, including the Behavioral Health Report that Health Plan must submit to the OHA on an annual basis.

1.8 Wraparound Collaboration. Provider agrees to work collaboratively with Health Plan staff, as reasonably requested. Provider also agrees to participate in technical assistance offered by Health Plan, including training in trauma-informed care principles.

1.9 Participation in System of Care Governance. Provider agrees to participate in System of Care work groups, including the Practice Level Workgroup, to support a comprehensive, person-centered, individualized, and integrated community-based array of child and youth behavioral health services using System of Care principles.

1.10 Participation in Community Governance. Provider agrees to participate in the local Community Health Assessment and Community Health Improvement Plan, as may be requested by Health Plan, from time to time. In addition, Provider agrees to participate in the Community Advisory Council to share valuable perspectives with the community.

1.11 Caseloads. Provider shall track the ratio of care coordinators, family support specialists, and youth support specialists to families served. Provider shall maintain adequate staffing in order to ensure that at no time the ratio of providers to families served exceeds 1:15. If at any time the ratio exceeds 1:15, Provider shall immediately notify Health Plan so that Health Plan may take appropriate next steps pursuant to Health Plan's policies and procedures.

1.12 Data Collection and Reporting. In order to support Provider and Health Plan's joint efforts to serve Members and in service of the OHA's requirements to collect data about the delivery of Wraparound services, Provider agrees to provide reporting to Health Plan that includes the following:

- Wraparound Annual Utilization Report (annually)
- Number of youth served (quarterly)

- Ratio of employed or contracted staff to total number of youth served (quarterly)
- Number of requests for Wraparound services and number enrolled in Wraparound, including explanations for those not enrolled (quarterly)
- Number of youth discharged from Wraparound (quarterly)
- Race/Ethnicity and Language of eligible members enrolled in and discharged from Wraparound (quarterly)

1.13 Reporting Penalties. Provider agrees to supply the reporting deliverables listed in Section 1.12. Provider agrees to indemnify and hold Health Plan harmless against any and all fines, fees, and/or assessments assessed by the Oregon Health Authority as a result of Provider's failure to timely meet the reporting deliverables identified in this Agreement.

1.14 Encounter Data. Provider agrees to submit claims for all Wraparound services provided by Wraparound staff, as identified in Section 1.4. All Wraparound services (excluding CANS assessments billed using H2000) shall be submitted and include the member's diagnosis or diagnoses, Procedure Code H2021, Community-based Wraparound Services, per 15 minutes, and the number of units per service (e.g., a 45 minute encounter would require claim submission of H2021 for 3 units). These claims are for encounter reporting purposes only and will not be reimbursed, per payment agreement in Attachment A.

1.15 Workforce Training. Provider shall ensure that all staff receive training as required in the Contract such as, but not limited to, Cultural Responsiveness, Implicit Bias, CLAS Standards, Trauma Informed Care, and uses of data to advance health equity to name a few. Provider and provider staff may access trainings offered by the PacificSource Training Program. For all other training, Provider shall have mechanisms in place that enable reporting to Health Plan, at Health Plan's reasonable request, details of training activities, annual training plans, training subjects, content outlines, objectives, target audiences, delivery system, evaluations, training hours, training attendance, and trainer qualifications. At a minimum, Provider shall provide Health Plan with an Annual Training and Education Report so that Health Plan may compile such information into Health Plan's report to the OHA.

2. PAYMENT.

Provider shall be paid for providing the Wraparound Work pursuant to Attachment A of the Agreement.

3. TERM AND TERMINATION.

This Addendum shall be in full force and effect for the Term of the Agreement, unless earlier terminated as provided herein. Either Party may terminate this Addendum, without impacting the Agreement, with the other Party's written consent, which shall not be unreasonably withheld.

4. DATA USE.

The Parties recognize and agree that it may be necessary to share certain data with each other that was not anticipated to give this Addendum its full force and effect. The Parties agree that they will meet and determine the exact data to provide, in accordance with the

terms of this Addendum, as it becomes necessary. The additional specifications for that data may be added as an amendment, at any time, to this Addendum as mutually agreed to by the Parties. The Parties acknowledge that the CCO Contract requires significant reporting to OHA, including documentation establishing compliance with OAR 309-019-0326, and agree to work together to ensure the proper completion and filing of such reports so that Health Plan may fulfill its obligations under the CCO Contract. Provider acknowledges that OHA will post many of the reports on its website. Where redaction of certain information is allowed, the Parties will coordinate on the identification of those redactions, although Health Plan will have the right to make the final redactions based on its sole discretion.