

REVIEWED

LEGAL COUNSEL

DESCHUTES COUNTY SERVICES CONTRACT AMENDMENT #3 DOCUMENT NO. 2023-575 AMENDING DESCHUTES COUNTY CONTRACT NOS. 2022-015, 2022-812 AND 2022-946

THAT CERTAIN AGREEMENT, Deschutes County Contract No. 2022-015 dated January 1, 2022, by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon, acting by and through its Health Services Department, Behavioral Health Division ("County") and Youth Villages, Inc., ("Contractor") and Amendment No. 1 to the Contract, Document No. 2022-812 dated October 11, 2022, and Amendment No. 2 to the Contract, Document No. 2022-946 dated January 11, 2023, are amended, effective upon signing of all parties, as set forth below. Except as provided herein, all other provisions of the agreement remain the same and in full force.

County's performance hereunder is conditioned upon Contractor's compliance with provisions of ORS 279B.220, 279B.225, 279B.230, and 279B.235, which are hereby incorporated by reference. In addition Standard Contract Provisions contained in Deschutes County Code Section 2.37.150 are hereby incorporated by reference. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

The above listed contract and amendment are amended as follows (new language is indicated by **bold** font and deleted language is indicated by **strikeout** font):

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the dates set forth below their respective signatures.

- Effective Date and Termination Date. The effective date of this Contract shall be retroactively effective January 1, 2022. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate when on December 31, 2022 June 30, 2023 December 31, 2023. Contract termination shall not extinguish or prejudice County's right to enforce this Contract with respect to any default by Provider that has not been cured. This Contract may be renewed or extended only upon written agreement of the Parties.
- 2. Section 2 Provider's Services. Provider shall provide Diversion Services to individuals, including those enrolled in the Oregon Health Plan (OHP), who are residents in Deschutes County.
 - Exhibit A MOBILE RESPONSE AND STABILIZATION SERVICES (MRSS) (MHS 08) STATEMENT OF WORK (Effective January 1, 2023 through June 30, 2023 December 31, 2023)
 - Exhibit A-1 MOBILE RESPONSE AND STABILIZATION SERVICES (MRSS) (MHS 08) SERVICE DESCRIPTION (Effective January 1, 2023 through June 30, 2023 December 31, 2023)
 - Exhibit B COMPENSATION
 - Exhibit C INSURANCE
 - Exhibit D CONFIDENTIALITY AGREEMENT
 - Exhibit E FEDERAL AND STATE LAWS, STATUTES, RULES, REGULATIONS, EXECUTIVE ORDERS AND POLICIES
 - Exhibit F REQUIRED PROVIDER CONTRACT PROVISIONS
 - Exhibit G CATALOGUE OF FEDERAL DOMESTIC ASSISTANCE NUMBER LISTING
 - Exhibit H FEDERAL AWARD IDENTIFICATION

The above-referenced exhibits are attached hereto and incorporated by this reference. Contractor's services are funded by and through County's contracts with the State of Oregon, Oregon Health Authority (OHA), Health Systems Division, and Federal System of Care Expansion of Services for Children with Serious Emotional Disturbances grant. Statement of Work and Compensation is further described in Exhibits A, A-1 and Exhibit-B, attached hereto and incorporated by this reference.

Exhibit A and A-1, Crisis and Transition Services (MHS 08) Statement of Work and Service of Description is effective January 1, 2022 through December 31, 2022 and is thereafter replaced by Mobile Response and Stabilization Servicess (MRSS) Service of Description, effective January 1, 2023 through June 30, 2023 December 31, 2023.

3. The payment terms are hereby amended as described in Exhibit B, "Compensation", attached hereto and incorporated herein by this reference.

All other terms and Exhibits, except as mentioned above, remain the same and in full effect.

DESCHUTES COUNTY SERVICES AMENDMENT #3 DOCUMENT NO. 2023-575 AMENDING DESCHUTES COUNTY CONTRACT NOS. 2022-015 AND 2022-812

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the dates set forth below their respective signatures.

ATED this day of	, 2023	
		BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON
		ANTHONY DEBONE, Chair,
ATTEST:		PATTI ADAIR , Vice Chair
Recording Secretary		PHIL CHANG , Commissioner

EXHIBIT A DESCHUTES COUNTY SERVICES CONTRACT

Contract No. 2022-015

CRISIS AND TRANSITION SERVICES (MHS 08) STATEMENT OF WORK
MOBILE RESPONSE AND STABILIZATION SERVICES (MRSS) STATEMENT OF WORK
EFFECTIVE: JANUARY 1, 2023 THROUGH JUNE 30, 2023 DECEMBER 31, 2023

1. Mobile Response and Stabilization Services (MRSS) Definitions:

<u>Background & Program Purpose</u>. The MRSS program is a team-based crisis stabilization service that offers an alternative to inpatient psychiatric treatment and psychiatric boarding. It does this by providing in-person crisis response that connects children, youth, young adults and their families to rapid supports at home and in community. MRSS deescalates situations, often preventing unnecessary trips to emergency departments.

MRSS addresses the unique needs of children, youth, young adults and their families in crisis. It helps them understand:

- What may lead to a crisis,
- When they are experiencing a crisis,
- When they need support, and
- How to get support at home and in the community.

The MRSS program provides assessment and intake into the program after receiving a referral from the DCBH Crisis Team. Once youth are admitted into the MRSS program, they are provided safety planning, lethal means counseling, resources, care coordination and case management, and linkage to ongoing behavioral health services. A MRSS specialist will meet with the youth and family in their home for sessions to provide further crisis stabilization and safety planning support while the youth is enrolled in the program. The MRSS program also provides crisis support twenty-four (24) hours per day, seven (7) days per week for urgent situations including in home assessment and intervention by a master's level clinician as needed for up to 56 days post crisis.

- A. <u>Target Population</u>. The target population (eligibility criteria) includes any person 18 and under who is a current resident of Deschutes County and presenting with a behavioral health crisis generally suicidal or aggressive thoughts or behaviors or behavioral problems affecting the safety of the child, family or others—and would otherwise be boarded or admitted to an inpatient psychiatric program. The youth and family or caregivers must have been evaluated and assessed by a Deschutes County Crisis Team member, as appropriate to return to their community with the support of MRSS interdisciplinary team support/treatment. Youth who meet the program edibility criteria may be admitted regardless of insurance coverage.
- B. <u>Availability</u>: The MRSS program will admit individuals after receiving a referral from the Deschutes County Crisis Team. Families/youth enrolled in the MRSS program will have access to crisis support twenty-four (24) hours per day, seven (7) days per week for urgent situations.
- D. <u>Length of Services</u>. Initial contact with Crisis Team will be made within one (1) hour of the MRSS specialist being called. Assessment and recommendations will commence within 24-48 hours and continue until complete. Follow-up services for youth who enroll in the MRSS program will be available for up to fifty-six (56) days after initial contact. When clinically indicated the service plan, stabilization services may be extended past the initial 56 calendar days to ensure that they have successfully transitioned to ongoing services and supports.
- 2. Mobile Response and Stabilization Services (MRSS) Scope of Work:
 - A. Availability:
 - i. The MRSS program will be available twenty-four (24) hours per day, seven (7) days per week for urgent situations, to screen eligibility for youth.
 - ii. The program can serve up to thirty-seven (37) youth at any time. The MRSS program will update Deschutes County MCAT regularly about current census and capacity for new referrals.
 - B. Admission into the MRSS program:

- When someone in a behavioral health crisis calls 988, presents to the Deschutes County Crisis Stabilization Center, has MCAT, non-law enforcement contact or is identified by Law Enforcement, Deschutes County Crisis Team will complete a crisis screening and assessment. If it is determined youth would be appropriate for community stabilization and de-escalation with intensive MRSS services in place Deschutes County Crisis Team will contact Youth Villages to refer to MRSS supports.
- ii. MRSS on-call supervisor will respond within (1) hour to review referrals. If accepted MRSS Specialist will begin offering the following within forty-eight (48) hours:
 - Provide 24/7 connection for children, youth, young adults and their families, MRSS includes:
 - o Immediate face-to-face response and
 - Up to 8 weeks of stabilization services.
 - The immediate face-to-face response can last up to 72 hours. This support helps children, youth and their families:
 - Get support at home and
 - o Avoid unnecessary visits to the emergency room.
 - Stabilization services are available for up to 56 days after the initial crisis. Services may include:
 - Mental health therapy,
 - Skills training,
 - o Peer-delivered services, and
 - o Crisis de-escalation.
 - iii. The MRSS team also assesses ongoing needs. If needed, the team also links children, youth, young adults and their families to appropriate community resources. MRSS works best in community support systems that cater to the strengths of children, youth, young adults and their families.
 - a. If the recommendation of the MRSS specialist is in alignment with the Deschutes County Crisis Team's recommendation for community stabilization through MRSS, and the family agrees to participate in the program, youth will admit into MRSS. Upon program acceptance, safety plans will be completed, lethal means counseling provided, and youth will discharge from the hospital.
 - b. If MRSS specialist does not agree that youth is appropriate for the program (ex: acuity too high or too low) or if the family is not aligned with engaging in the program, MRSS specialist will communicate recommendations and/or barriers to Deschutes County Crisis Team staff, who will coordinate next steps.
- C. Treatment provided while enrolled in the MRSS program:
 - i. Youth Villages will provide services in alignment with MRSS program requirements as outlined by the Oregon Health Authority.
 - ii. A MRSS Specialist will schedule a home visit within twenty four (24) to seventy-two (72) hours of the initial assessment/MRSS intake. This will be scheduled based on family's availability. If there are barriers with the family meeting with the MRSS specialist within the initial forty-eight (48) hours after the youth discharges from the Emergency Department, the MRSS team will make contact with the family by phone to assess effectiveness of safety plans.
 - iii. During the first home visit, MRSS specialist will review the safety plan, ensure the safety sweep was completed, and review the MRSS services such as Intensive In Home Behavioral Health Services or Intercept.
 - iv. Frequency of home visits will be based on family need/request as well as youth's acuity. Home visits will occur no less than one (1) time per week while family is enrolled. Sessions will focus on crisis prevention skill development, psychoeducation, and ongoing safety planning.
 - v. MRSS Specialist, MRSS Qualified Mental Health Associate or MRSS Peer Support Specialist will provide intensive care coordination to ensure that families are connected with aftercare services as soon as possible and that involved treatment providers are aware of the family's needs.
 - vi. The discharge timeline for each family will depend on the level of crisis support needed by the family and the ability to connect the family with an aftercare provider sufficient to meet their needs.

- vii. The MRSS specialist will complete documentation for the intake assessments within seventy-two (72) hours and will enter that documentation into the Youth Villages Electronic Health Record. The MRSS specialist will subsequently document each contact made with the youth, family, and involved key players into the same system within seventy-two (72) hours.
- viii. The MRSS program Qualified Mental Health Associate will conduct a thorough Case Management assessment, and provide coordination of care services connecting the child and family to appropriate services and support to meet their needs in the least restrictive setting.
- ix. The MRSS program family partner will make contact with families in care no fewer than three (3) times either by phone or throughout the course of services. Family partners will share their personal experience and lessons learned to encourage family's connection to services, including mental health providers and other needed resources. The family partner will document efforts of engaging families, facilitating connection to services and outcomes of visits in the electronic health record.

3. Protocols:

A. Specific protocols (i.e. medical necessity, UM/UR) will be mutually agreed upon by the Provider and its funding partners prior to the commencement of Diversion Services. Provider and County will meet monthly, or as needed, to ensure programming is on track after implementation.

EXHIBIT A-1 DESCHUTES COUNTY SERVICES CONTRACT

Contract No. 2022-015

CRISIS AND TRANSITION SERVICES (MHS 08) SERVICE DESCRIPTION
MOBILE RESPONSE AND STABILIZATION SERVICES (MRSS) SERVICE DESCRIPTION
EFFECTIVE: JANUARY 1, 2023 THROUGH JUNE 30, 2023 DECEMBER 31, 2023

a. Service Name: MOBILE RESPONSE AND STABILIZATION SERVICES (MRSS)

Service ID Code: MHS 08

(1) Service Description

Mobile Response and Stabilization Services MRSS) serves youth and their families during a crisis. Developed to help address psychiatric boarding in the emergency department, MRSS is an alternative for youth who may be meeting criteria for inpatient psychiatric admission but have the potential to safely return home if Mobile Response and Stabilization Services were in place. Emergency departments may be a family's first point-of-contact into the mental health system and the month immediately following discharge is a high-risk period for a youth to return to an emergency department in mental health crisis. The MRSS program serves as a bridge during this critical period for approximately 56 calendar days or until the youth and family are effectively connected to longer-term supports. The MRSS program provides rapid access to interim mental health therapy, case management, psychiatry, care coordination, and family peer support and 24/7 crisis response to the home.

The MRSS program seeks to stabilize the immediate crisis and focuses on a youth's long-term recovery and connections to other services and supports. The MRSS multidisciplinary team works with a youth and family to develop a plan of care that identifies and addresses underlying difficulties that contributed to the crisis; evaluates safety and addresses risks in the home; reinforces coping and de-escalation skills; and facilitates a warm hand-off to other supports and services in the community.

County shall require that MRSS providers:

- (a) Approach services from a family-driven and youth-guided approach that reduces or eliminates barriers for the youth and family to participate in care;
- (b) Provide linguistically and culturally appropriate materials for the youth and their family, necessary for them to understand and to participate fully in the MRSS program; and
- (c) Require equitable access to the program, particularly for youth and families who may have faced historical discrimination and inequities in health care based on race or ethnicity, physical or cognitive ability, sexual orientation, gender identity, socioeconomic status, insurance status, citizenship status, or religion.

(2) Eligibility Criteria

- (a) Serves ages birth through 18 years of age, and their families (parents, guardians, caregivers) who present to a partnering emergency department or psychiatric crisis center.
- (b) Youth is experiencing a mental health crisis or behavioral disturbance affecting the safety of the youth and family or others and is at risk for admission to an inpatient psychiatric program.
- (c) Youth who may be meeting criteria for inpatient psychiatric admission but have the potential to safely return home if MRSS was in place
- (d) MRSS enrollment is not contingent on availability or type of insurance. All youth, regardless of insurance status (uninsured, underinsured, not eligible for insurance, including commercial and public plans) are eligible.
- (e) Sites are expected to maximize funding to enhance an existing continuum of crisis and acute care, which includes billing Medicaid and/ or commercial carriers for all applicable billing codes for services provided while enrolled in services.
- (f) If a site is struggling with capacity and is unable to meet the needs of the referring hospital partner, Deschutes County Health Services will be notified as soon as possible by the provider and a plan of action and timeline for resolution will be completed.

(3) Intake Process

(a) The Deschutes County Crisis Team will assess the youth and make a referral to the assigned MRSS clinical provider.

- (b) Within 1 hour of the referral, the MRSS on-call supervisor will make contact with the Deschutes County Crisis Team to review the case and make a determination regarding admission.
- (c) If admitted the MRSS team will coordinate with youth/family within 48 hour of receiving the referral.
- (d) MRSS clinical team member will develop a Crisis and Safety Plan in collaboration with the youth and their family.
- (e) MRSS team is responsible for providing 24/7 crisis response to the youth and family for the duration of their enrollment in the MRSS program.
- (f) MRSS clinical team member will give a brief overview of the services offered by the MRSS Team and introduce the role of the Family Support Specialist.
- (g) Each family will be given the MRSS Guidebook for Families, or the equivalent describing the anticipated experience in the MRSS program and providing youth and their families with relevant and individualized psychosocial information.
- (h) MRSS clinical team will schedule an in-person MRSS Team Meeting, within 72 hours of the intake. Meeting location to be determined by the youth and their family. Meeting shall include youth and their family, MRSS clinical provider, MRSS Family Support Specialist, and/or any other natural support or multi-disciplinary team members as identified by the youth and their family.
- (i) The MRSS clinical team will notify the assigned FSS, as soon as possible, with contact information for the family and date and time of the Team Meeting. The FSS will make initial contact with the family either in person or via phone to introduce their role

(4) Service Requirements

- (a) Within 72 hours of the intake the MRSS clinical team member and Family Support Specialist will facilitate a MRSS Team Meeting with the youth and their family, and together review program services, assess the current needs of the family, both short term and long term, and clarify roles of team members;
- (b) Contacts with the youth and family should be as frequent as needed to alleviate the immediate crisis and provide connection to longer term resources and supports;
- (c) All contacts shall occur in locations preferred by the youth and their families;
- (d) The MRSS Clinical team in partnership with the youth and their family shall coordinate a minimum of 2contacts per week with at least one being in-person. Services include
 - Interim individual and/or family mental health therapy.
 - ii. Rapid access to psychiatry and medication management.
 - iii. Care Coordination.
 - iv. Family/Youth/Peer Support Services;
- (e) MRSS clinical services may be provided up to 56 calendar days, as necessary, to provide the youth and their family with sufficient stabilization and connections with community-based resources; and
- (f) MRSS Family Peer Support Services are offered as long as clinical services are being provided to provide the youth and family with increased skills to manage crises, and to establish sufficient supports in the community that the youth and family may access as needed.

(5) Close of Services

- (a) Factors contributing to the current crisis are identified and addressed by some combination of the following:
 - i. Youth is no longer having suicidal or aggressive behavior, ideation, or behavioral challenges that affect safety of the youth, family, or others
 - ii. Symptoms are managed via connection to commensurate supports, services, and skill- development opportunities;
 - iii. The youth and their family report increased safety and confidence in managing the current and future crises; and,
 - iv. The youth and their family report decreased frequency and intensity of crisis situations.
- (b) The MRSS Team will establish a transition plan with the youth and their family, which:
 - i. Addresses youth mental health concerns and symptoms;

- Outlines proactive strategies to support the youth and their family to reduce the frequency and intensity
 of crises that lead to emergency department visits; and,
- iii. Documents access and connections to outpatient and community resources.
- (c) MRSS clinical team will conduct an in-person, transition meeting with the youth and family to review the transition plan prior to ending MRSS services. If unable to have a transition meeting with the family, documentation of the circumstances is required.
- (d) If the family continues to receive Family Support Services after ending services with the clinical team, the MRSS Family Support Specialist will conduct an in-person transition meeting with the family prior to ending Family Support Services. If unable to have a transition meeting with the family, documentation of the circumstances is required.

(6) MRSS Team-Based Requirements

- (a) MRSS programs are team-based. County is required to provide both clinical services and family support services to MRSS enrolled youth and their families. County shall require that subcontracted providers have dedicated MRSS clinical staff and family support specialists.
- (b) Each MRSS Team provides an array of recovery-oriented agency or community-based services and supports. County may subcontract with numerous providers in order to make sure that all services are available to the youth and their families. Establishing a clear communication plan and workflow between all providers is impetrative and requires the contractor, clinical staff, family support staff and referring hospital or crisis clinic to work as a cohesive team.
- (c) County is responsible for the completion of all MHS 08 service requirements as outlined in this document, whether directly provided or provided under sub-contractual arrangement. County shall provide initial copies of the sub-contract to OHA. County shall submit a written action plan and timeline for resolution to OHA, as soon as possible, when there are known services that are not being met by the County or provider. Action Plans must be agreed upon by County and OHA and may result in funding adjustments and/or recouped or withheld funds.
- (d) The MRSS team must include, at a minimum, a Mental Health Therapist (QMHP), Qualified Mental Health Associate (QMHA) and a Family Support Specialist (FSS). County must notify OHA immediately if either of these positions are vacant or unavailable to youth and their families enrolled in services.
- (e) County shall submit a Memorandum of Understanding (MOU) which includes the referring hospital or crisis clinic and subcontractors. MOU is required to be completed within 45 calendar days of execution of this Agreement The MOU creates an ongoing partnership between the County, subcontractors, referring hospitals and crisis centers. The MOU shall include the following:
 - i. Roles and responsibilities of each party;
 - ii. Comprehensive communication plan between all parties around coordinating intakes, team meetings, and care coordination efforts; and,
 - iii. Ongoing and frequent communication with the partnering hospital or crisis center.
- (f) County and subcontractors shall participate in a collaborative state-wide effort to establish shared programmatic standards, expectations for results, and key reporting requirements. County is responsible for requiring that a representative from the County and all subcontractors:
 - i. Participate in scheduled All Staff MRSS Learning Collaboratives; and
 - Family Support Specialists are also required to participate in all scheduled Family Support Specialist Learning Collaborative.
- (g) County shall submit an annual Budget Worksheet (provided by OHA), which is due August 15th of each calendar year.

(7) MRSS Required Training

- (a) County is responsible for requiring that all staff receive the adequate training required to effectively deliver services as outlined in this Agreement. Providers shall require that, at a minimum, staff are trained in the following areas:
 - i. OHSU Redcap Data System Training;
 - ii. Suicide Prevention and Intervention;

- iii. Lethal Means Counseling (i.e CALM Training);
- iv. Trauma Informed Care; and
- v. Ongoing training and refreshers required for skill maintenance.

(8) Special Reporting Requirements

Redcap Data System Reporting Requirements

- (a) MRSS Clinical and Family Support Providers shall submit data on an ongoing basis, as specified by OHA, directly to the Oregon Health & Science University (OHSU) Redcap Data System.
- (b) MRSS Providers are expected to input all required data within 14 calendar days of closure, unless otherwise arranged with the OHSU/OHA team.
- (c) Redcap Data Collection includes timely collection and submission of the following:
 - i. Individual's demographics and clinical history;
 - ii. Presenting information;
 - iii. Referral response time;
 - iv. Referral to and youth/family connections with family peer support;
 - v. Timeliness and frequency of initial and ongoing contacts;
 - vi. Service and intervention details;
 - vii. Diversions out of the emergency room/ crisis clinic;
 - viii. Re-presentations to the emergency department or admissions to a higher level of care;
 - ix. Transition plan details;
 - x. Barriers to recommended transition plan;
 - xi. Duration of MRSS involvement;
 - xii. The Crisis Assessment Tool at intake;
 - xiii. The KIDSCREEN-10 at intake and closure; and
 - xiv. Other items deemed beneficial to the development of the Service.
- (d) Programs are required to inform and encourage MRSS parents/guardians to participate in a two-month follow-up survey completed by phone or electronically. MRSS participants will be contacted by OHSU outcomes study staff two months after MRSS program completion. Data from follow-up interviews will be shared with County and program leadership, with the goal of improved services.
- (e) County is responsible for reviewing and approving the quarterly outcome reports generated by OHSU prior to submission to OHA by OHSU.
- (9) Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures

EXHIBIT B DESCHUTES COUNTY SERVICES CONTRACT Contract No. 2022-015 COMPENSATION

1. Compensation

County agrees to compensate Provider as follows:

Deschutes County Health Services shall pay a not-to-exceed maximum compensation of up to \$315,000 \$333,000 \$499,500 \$743,594, inclusive of the "Performance Withhold" as outlined in Paragraph 2 below. County is aligning contracts from a fiscal year to a calendar year, impacting the previous contract's performance withholds. As such Deschutes County agrees to pay Youth Villages for twelve (12) months of performance withholds from January 2021 through June 30, 2023 December 31, 2023.

2. Performance Withhold

The Parties agree to withhold a portion of the compensation to incentivize performance on the below performance standards. The withhold will be equal to five percent (5%) of the compensation outlined herein, and reconciled after the end of the Contract Term; such reconciliation to occur no later than thirty (30) calendar days after Contract termination date.

3. Billing

Provider shall invoice County on a monthly basis for all services rendered in accordance with the terms of this Contract. County will only pay for completed work that is accepted by the applicable County. Invoice and supporting documentation must be sent to County's contact information by mail, fax or e-mail as indicated in Paragraph 11, "Notices".

4. Performance Measures

Performance measures under the Contract will be monitored and evaluated using the following performance measures/outcomes:

- 1. Three hour response times >=80%
- 2. Home visits within 72 hours >= 90%
- 3. Completion of safety plans >=90%

Re-presentations or admissions while in CATS <=20%

5. Review of Performance Measure Data.

Upon Contract termination Provider shall provide County with an analysis of each Performance Measure listed above. This analysis shall also contain the raw data supporting any conclusions or inferences drawn by Provider. The Parties shall meet on a scheduled agreed upon by Parties to discuss the Performance Measures and Providers results. The Parties shall produce a written summary after each meeting which specifically notes the Parties' agreement or disagreement that the Provider has or has not met the Performance Measures.