



5620.0153

National Council for Behavioral Health Agreement to Provide Consulting Services

THIS AGREEMENT ("Agreement") is entered into between National Council for Behavioral Health ("National Council") and Yamhill County, a Political subdivision of the State of Oregon ("Client") as of December 15, 2014 (the "Effective Date").

RECITALS

National Council has developed a coordinated system of providing consulting and technical assistance in the field of behavioral healthcare; and

Client wishes to enter into the Agreement in order to obtain these consulting and technical services.

AGREEMENTS

The parties agree as follows:

1. **National Council's Duties.** During the Term of this Agreement, National Council will be responsible for the following:

1.1 **Services.** National Council will provide to Client the services ("Services") listed in Exhibit A. National Council will retain an independent contractor consultant ("Consultant") to perform the Services as a subcontractor of National Council.

1.2 **Scope of Services.** National Council, through Consultant, will perform only the Services as described in Exhibit A, and will not perform any other services for Client without a written amendment to this Agreement that is signed by both parties.

1.3 **Qualifications.** National Council will obtain reasonable assurances from Consultant that Consultant maintains all currently required licenses or certifications in good standing necessary to perform the Services.

1.4 **Fees.** National Council will submit billing reports, including all fees, business and travel expenses, to Client.

1.5 **Compliance with Law.** One of the federal government's top priorities is the identification and elimination of healthcare fraud and abuse. To this end, the government expects health care providers, and the consultants working with the providers, to abide by applicable federal and state laws. National Council does not support and will not knowingly participate in activity which violates any federal or state law. If, in the course of providing Services under this Agreement, National Council or its Consultant discovers credible evidence of potential misconduct, National Council will notify the Client of that evidence so that appropriate action may be taken.

1.6 **No Legal Advice.** The parties acknowledge that National Council does not give legal advice and that National Council has not been retained to render legal advice. Client hereby acknowledges and agrees that any advice, materials, papers, presentations, webinars, representations, proposals, statements concerning any laws or regulations, opinions, recommendations, or information of any kind ("Work Product"), whether written or oral, provided by National Council, or its Consultant, in connection with the Services does not constitute a warranty, guarantee or assurance that the Work Product will survive legal or regulatory challenge or scrutiny. Client further acknowledges and agrees that:

- (a) National Council is not undertaking a financial audit of Client's operations or finances; and
- (b) National Council is not responsible for:
 - (i) Billing errors made by Client or its agents or employees; nor
 - (ii) For any matters that are not specifically disclosed or brought to the attention of National Council during the course of the Engagement.

National Council is not undertaking any obligation to advise Client of future changes in best practices, or state or federal laws or regulations that may have a bearing on the Services provided under this Agreement.

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2. Client Duties.

2.1 **Fees and Payment.** As consideration for the Services, Client will pay National Council the applicable fees for such Services as provided in Exhibit A.

2.2 **Fees Due.** Client will pay National Council for such Services within thirty (30) business days of receipt and approval of an invoice.

2.3 **Corporate Integrity Agreement.** Client warrants that it is not currently operating under a Corporate Integrity Agreement ("CIA") nor is it in negotiations with the Department of Justice or United States Attorney related to a CIA. Client will inform National Council, in writing, if it is contacted by any authority that wishes for it to enter into a CIA.

2.4 **Compliant with Law.** Client acknowledges that as a health care provider funded, in part, by federal and/or state funds, it must comply with applicable federal and state laws including fraud and abuse laws. Client, to the best of Client's knowledge, represents and warrants as follows:

- (a) Client is currently in compliance with applicable federal and state health care laws, including fraud and abuse laws;
- (b) Client is not a target or subject of a federal or state criminal, civil or administrative investigation;
- (c) Client is not a party to a criminal, civil or administrative action or proceeding concerning a potential violation of federal or state health care laws;
- (d) Client is not currently excluded, debarred or suspended from participating in any federal or state health care program.

During the term of this Agreement, Client shall take steps to ensure that it conducts its business in compliance with applicable federal and state health care laws. Client shall notify National Council if it becomes the subject or target of a federal or state criminal, civil or administrative proceeding concerning a potential violation of any federal or state health care law or if it is excluded, debarred or suspended from participation in a federal or state health care program.

2.5 **Records.** Client will make all books, records, and personnel that are directly applicable to the Services being provided under this Agreement available to National Council and Consultant as necessary for the performance of the Services.

2.6 **Full Disclosure.** Client will fully disclose all information that is directly applicable to the Services being provided under this Agreement to National Council and Consultant that is necessary for the performance of the Services.

2.7 **Work Product.** Client agrees that Consultant maintains all ownership rights to all research, working papers, and Work Product (as defined in Section 1.6 and including, but not limited to, papers and presentations) created pursuant to the Agreement and that Client has no ownership interest in any such research, working papers, or Work Product. Furthermore, Client may not disclose any such research, working papers, or Work Product to any third party without Consultant's prior written consent.

3. Confidentiality.

3.1 **Confidential Information.** In connection with this Agreement and as allowable under Oregon Public Record Law, each Party may disclose to the other Party certain proprietary or confidential business information, databases, trade secrets, and innovations belonging to the disclosing Party ("Confidential Information"), the value of which might be lost if the confidentiality of such Confidential Information is not maintained. For the purposes of this Section 3.1, the contents of this Agreement and of any exhibits, schedules, addendums, and/or attachments are deemed Confidential Information. Similarly, information received from Client shall be deemed Confidential Information.

3.2 **Non-Disclosure of Confidential Information.** Neither Party shall (except to the extent expressly authorized by this Agreement) disclose the Confidential Information of the other Party to anyone not a party to this Agreement, nor shall either Party copy or reproduce any Confidential Information of the other Party unless expressly authorized to do so by such Party in writing. Each Party may disclose the Confidential Information of the other Party only to its employees or, in National Council's case, to the Consultant, who have a need to know the Confidential Information in order to accomplish the purpose of this Agreement and who (i) have been informed of the confidential and proprietary



Jeffrey Walter Board Chair
Linda Rosenberg, MSW, President and CEO

nature of such Confidential Information; and (ii) have agreed not to disclose such Confidential Information to any other person or entity. In order to preserve and protect the confidential or proprietary nature of any Confidential Information and to prevent such Confidential Information from falling into the public domain or into the possession of persons not bound to maintain its confidentiality, each Party shall handle the Confidential Information of the other Party with the same degree of care that it applies to its own Confidential Information, but in no event with less than reasonable care.

3.3 **Limitation.** The confidentiality provisions of this Agreement will not apply to:

- (a) information which at the time of disclosure is generally available to the public; or
- (b) information which after disclosure by either party becomes published or generally available to the public, otherwise than through any act or omission on the part of the parties; or
- (c) information which either party can show was in its possession at the time of disclosure and which was not acquired directly or indirectly from the other party; or
- (d) information rightfully acquired from others who did not obtain it under pledge of secrecy to either party; or
- (e) information required to be disclosed pursuant to a court, federal regulatory agency, or state regulatory agency order, or required to be disclosed pursuant to any federal or state statutory or regulatory provision provided the party provides the other party with five business days written notice of such disclosure.

3.4 **Remedy.** In the event Client breaches or threatens to breach any of the provisions of Section 3 of this Agreement, National Council is entitled to an injunction restraining Client from disclosing any such information or knowledge. Nothing contained herein will be construed as prohibiting or in any way limiting National Council from pursuing any other remedy available to National Council for such breach or threatened breach, including the recovery of damages from Client.

3.5 **Electronic Communications.** The parties will take all reasonable precautions to assure that all electronic communications, including but not limited to electronic mail (e-mail) and facsimiles, remain confidential and secure.

3.6 **Marketing.** Client agrees that National Council may add Client's name to its client list for marketing purposes. The scope of work performed for Client by National Council will not be publicized without prior written or verbal approval by Client.

4. **Term and Termination.**

4.1 **Term.** The one year term of the Agreement will begin as of December 15, 2014 and will continue for one (1) year, through and including December 14, 2015 (the "Term"). Either party may terminate this Agreement prior to the expiration of the Term by providing at least thirty (30) days written notice to the other party of the intent to terminate this Agreement, which notice shall include the effective date of termination. In the event that Client terminates this Agreement within thirty (30) days of the Consultation Date(s) as set forth on this Exhibit A, Client shall (a) reimburse National Council for all fees and expenses incurred by National Council and Consultant up to the effective date of termination in accordance with the billing procedures set forth in this agreement and (b) in addition, if, during the thirty (30) day notice period, National Council is unable to reschedule the Consultant to provide Services to another client on the Consultation Date(s), the Client shall pay National Council the full amount due to National Council for any Consultation Date(s) for which National Council is unable to reschedule Consultant.

4.2 **Survival.** Client's obligations as set forth in Sections 2.1, 2.2 and 2.3 survive the termination of this Agreement.

5. **Notices.** Notice will be deemed given upon receipt of the notice. Any notices to be given by either party under this Agreement will be sent by United States Postal Service, postage prepaid, certified, return receipt requested, or delivered by facsimile and addressed to the other party as set forth below:

Notices to **National Council** will be addressed as follows:

Jeannie Campbell, Executive Vice President
National Council for Behavioral Health
1701 K Street NW, Suite 400



Washington, DC 20006
202-684-7457 ext 226

Jeffrey Walter Board Chair
Linda Rosenber, MSW, President and CEO

Notices to Client will be addressed as follows:

Craig Hinrichs, Administrative Manager
Yamhill County, a Political subdivision of the State of Oregon
627 NE Evans St
McMinnville, OR 97128
503-434-7523 x 4754
hinrichc@co.yamhill.or.us

6. Miscellaneous.

6.1 **Interpretation; Counterparts.** This Agreement, including the exhibits, attachments, and amendments, constitutes the entire understanding of the parties with respect to the Services and supersedes any and all prior agreements, writings and understandings. This Agreement is the result of negotiations between the parties and, accordingly, will not be construed for or against either party regardless of which party drafted this Agreement or any portion thereof. The Article and Section headings contained in this Agreement are for the convenience of reference only, and will not affect the meaning or interpretation of any provision hereof. This Agreement may be executed in several counterparts, all of which taken together will constitute a single binding agreement between the parties.

6.2 **Entire Agreement.** This Agreement and its exhibits, attachments, and amendments constitute the entire Agreement between the parties.

6.3 **Severability.** In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and the same will be interpreted as though such invalid and illegal provision were not a part thereof. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify the provisions held to be invalid or illegal to preserve each party's anticipated benefits thereunder.

6.4 **Binding Effect; Assignment.** The Agreement will be binding on the parties and their respective successors and permitted assigns. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other (which consent will not be unreasonably withheld); provided however, that National Council may assign this Agreement, in whole or in part, to any entity that controls, is controlled by, or is under common control with National Council.

6.5 **Independent Contractors.** Client, National Council and Consultant are separate and independent entities. The relationships between Client, National Council and Consultant are purely contractual and neither Client, National Council nor Consultant or their employees or agents, will be considered the employee or agent of any other.

6.6 **Waiver.** No obligation of either party under this Agreement may be waived except by mutual written agreement of both parties. The failure of a party, at any time, to enforce any provision of this Agreement will not be construed as a waiver of the provision. Until each party has completely performed all of its obligations under this Agreement, the other party will be entitled to invoke any remedy available to it under this Agreement or at law. Furthermore, a waiver of one provision of this Agreement will not be construed as a waiver of any other provision, nor will it be construed as a waiver of the same or similar provisions in the future.

6.7 **Third Parties.** No term or provision of this Agreement is for the benefit of any person who is not a party hereto (including, without limitation, any Consultant), and no such party will have any right or cause of action hereunder.

6.8 **Indemnity.** The parties agree to indemnify and hold harmless each other for, from and against any and all costs, losses or damages they may incur as a result of the other party's failure to perform any of its obligations under this Agreement: provided, however, that Client's obligations under this Section are limited by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 to ORS 30.300.

6.9 **Arbitration.** Except as otherwise provided, any claim, controversy or disagreement between or among the parties arising out of this Agreement, or breach thereof, which cannot be settled informally between the parties, will be referred to the Portland, OR regional office of the American Arbitration Association ("AAA") for arbitration in



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accordance with the rules then existing for the AAA for its Commercial Arbitration Rules and in conformity with the laws of Oregon. Any decision or award rendered may be entered and enforced by any court having jurisdiction thereof.

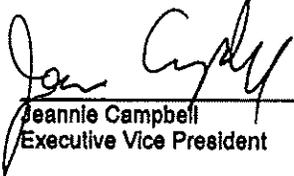
6.10 **Governing Law.** This Agreement will be governed by the laws of Oregon.

6.11 **Enforcement Costs.** If either party institutes an action or proceeding to enforce any rights arising under this Agreement, the party prevailing in such action or proceeding will be paid all reasonable attorneys' fees and costs to be set by the AAA Arbitrator and to be included in the judgment entered in the arbitration.

6.12 **Amendment.** Except as otherwise stated in this Agreement, this Agreement may only be amended by a writing properly executed by duly authorized representatives of both parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their respective duly authorized officers or agents as of the effective date.

National Council for Behavioral Health



Jeannie Campbell
Executive Vice President

Date 1-5-15

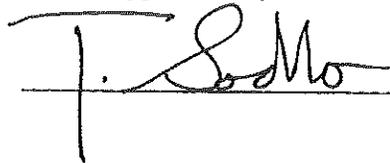
Yamhill County, a Political subdivision of the State of Oregon



Name of Authorized Signatory
Title of Authorized Signatory
Chair, Board of Commissioners

Date 1-29-15

Form Approved By:



Accepted by Yamhill County
Board of Commissioners on
1-29-15 by Board Order
15-22



Jeffrey Walter Board Chair
Linda Rosenberg, MSW, President and CEO

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National Council for Behavioral Health

Jeannie Campbell
Executive Vice President

Date _____

Yamhill County, a Political subdivision of the State of Oregon

Allen Springer
Name of Authorized Signatory
Title of Authorized Signatory
chair, Board of Commissioners

Date 1-29-15

Form Approved By:

J. SoMo

Accepted by Yamhill County
Board of Commissioners on
1.29.15 by Board Order
15-22



Jeffrey Walter Board Chair

Linda Rosenberg, MSW, President and CEO

Exhibit A Description of Services

1. **National Council Obligations.** Below is a listing of Services to be provided under the Agreement for this Engagement:

1.1 Bill Schmelter, or other National Council Consultant(s), will provide consultation and training on March 3-4, 2015 and/or mutually agreed upon date(s) (the "Consultation Date(s)"). Scope of work includes the following:

Consultant will provide two (2) days of onsite training and eight (8) hours of offsite training on the topic of Collaborative Documentation to Yamhill County HHS Staff.

Please note that the full Scope of Work as mutually outlined and agreed upon by the consultant and contractor is a working document. Any changes made to the scope of work that affects the terms and arrangements of this contract will be provided as amendments to this contract for mutual agreement.

2. **Client Obligations.**

2.1 **Fees.** Client agrees to pay National Council a fee of \$3,400 per onsite day (multi-day rate) and \$365 per offsite hour, not to exceed \$9,720 for consultation by Consultant for work on this Engagement.

2.2 **Fees outside Scope of Work:** Beyond the cost of the outlined scope of work, any additional consultation needs mutually agreed upon shall be billed for David Lloyd's time at a single day rate of \$3,950 or multi day rate of \$3,750 for onsite consultation and the rate of \$365 per hour for offsite consultation and/or for other MTM Services consultants the single day rate of \$3,650 or multi day rate of \$3,400 for onsite consultation and the rate of \$365 per hour for offsite consultation.

2.3 **Expenses.** Client will reimburse usual and customary travel and business expenses related to the Engagement. Travel and business expenses include, but are not limited to, coach airfare, lodging, mileage at the IRS approved rate, rental cars, meals, telephone, printing, and postage expenses directly related to the Engagement. National Council will provide an itemized accounting of expenses with the invoice; receipts are not furnished unless requested in writing at the time of the execution of the Agreement. Payment of invoices for expenses are due upon receipt, balances outstanding more than 30 days subject to interest of 1.5% per month (or the highest amount allowable by law, whichever is less) or each portion thereof.

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