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**AGREEMENT FOR PEER LED SERVICES
CHAMPION TEAM**

THIS AGREEMENT ("Agreement") is made by and between Yamhill County, a political subdivision of the State of Oregon acting by and through its Board of Commissioners and its Health and Human Services Department, Behavioral Health Programs ("County") and Champion Team ("Contractor"), an Oregon nonprofit corporation, 2215 NE McDonald Lane, McMinnville, OR 97128.

RECITALS:

1. County through its Health and Human Services Department, Behavioral Health Programs in collaboration with Yamhill Community Care Organization (YCCO), provides peer support services for its clients. In order for County to provide adequate services for its clients, it is necessary for County to contract with a qualified provider with training and experience in peer support services.
2. Contractor is qualified to perform the duties required by County and imposed by this Agreement. County and Contractor desire to enter into this Agreement and County is authorized to enter into this Agreement under ORS 203.010 (3). NOW THEREFORE

AGREEMENT

In exchange for the promises and other consideration set forth below, the receipt and sufficiency of which is hereby acknowledged, IT IS HEREBY AGREED

Section 1. Effective Date. The term of this Agreement is from January 1, 2015 through December 31, 2015. It is understood by both parties that no commitments have been or are made by either party beyond the termination of this Agreement.

Section 2. Contractor's Services. Contractor agrees to perform the following services (the "Services"):

A. Contractor will provide peer-led services as detailed in, "Peer-Led Services Proposal January – December 2015" which is attached hereto as Exhibit B and which is incorporated herein by this reference.

B. Contractor will be responsible to ensure that all of the Contractor's employees covered under this Agreement are fully trained in Health Insurance Portability and Accountability Act (HIPAA) requirements, County's fraud and abuse policy as required by Centers for Medicare & Medicaid Services (CMS), complaints and abuse reporting rules and the Business Associate Agreement between County and Contractor in an effort to ensure that County's records are used solely for the purposes intended under this Agreement.

C. County will provide training for Contractor's staff on critical policies and procedures mandated by the Oregon Health Authority (OHA), Yamhill Community Care Organization (YCCO) and Medicaid rules.

Section 3. Regulations and Duties. County and Contractor agree to comply with the rules and regulations of County, applicable state and federal regulations and all provisions of federal and state law relating to Contractor's performance of Services under this Agreement.

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Section 4. Reporting. Contractor agrees to prepare and furnish reports and data required by County, YCCO or the Oregon Health Authority (OHA), including, if applicable, encounters for services through routine business practice through a vendor arrangement with a third party administrator of County's choice, currently Performance Health Technology (PH Tech) at a minimum quarterly. Contractor agrees to and does hereby grant County the rights to reproduce, use and disclose for County purposes, all or any part of the reports, data, and technical information furnished to County under the Agreement.

Section 5. County Monitoring. Contractor agrees that the following shall be open for inspection by County or its agents, at any reasonable time during business hours: a) Services provided under this Agreement by Contractor; b) facilities used in conjunction with such Services; c) client records; d) Contractor's policies, procedures and performance data; e) financial records and other similar documents and records of Contractor that pertain, or may pertain, to Services under this Agreement. Contractor agrees to retain such records and documents for a period of seven years, or such longer period as may be prescribed for records and documents by the state archivist. Contractor agrees to annually provide County with copies of their Fraud and Abuse policy and documentation of rate setting methodologies. County encourages Contractor to use the Jarvis rate setting tool. County may approve an alternative method if it demonstrates a similar level of thoroughness. Contractor will comply with County's utilization management protocols established in partnership with YCCO.

Section 6. Payment.

A. **Compensation for Services.** As compensation for performing the Services required by Exhibit B, following receipt and approval of billing documents, Contractor shall receive a monthly payment per the attached Appendix A schedule. The maximum amount payable under this Agreement for the period of January 1, 2015 through December 31, 2015 is \$122,595. Billing documents must be received by County at a minimum quarterly and within 90 days after the date of service.

B. **Excluded Services.** Where Contractor is providing services under some other contract or funding source, Contractor shall not be compensated under this Agreement for such services to children or families even though they might otherwise be eligible for OHP.

Section 7. Termination; No Encumbrance or Expenditure after Notice of Termination.

A. Either party may terminate the Agreement on thirty days written notice to the other party. Termination shall not excuse liabilities incurred prior to the termination date.

B. In addition, in the event County no longer receives funds adequate to enable it to continue this Agreement, it will provide written notice of termination of this Agreement to Contractor. Upon issuance of notice, this Agreement is terminated. However, any obligations existing at the time of termination will survive termination

C. Contractor shall not make expenditures, enter into agreements, or encumber funds in its possession, or to be transferred by County, after notice of termination or termination as set out above, without prior written approval from County.

Section 8. Independent Contractor. Contractor is engaged under this Agreement as an independent contractor, and will be so deemed for purposes of the following:

A. Contractor will be solely responsible for payment of any federal or state taxes required as a result of this Agreement.

B. This Agreement is not intended to entitle Contractor to any benefits typically granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical, and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits, except as required by law.

C. Contractor is an independent contractor for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this Agreement. If Contractor has the assistance of other persons in the performance of this Agreement, Contractor will qualify and remain qualified for the term of this Agreement as a carrier-insured employer or a self-insured employer as provided by ORS 656.403 et. seq.

Section 9. Delegation and Reports. Contractor shall not delegate the responsibility for providing Services under this Agreement to any other individual or agency without the written approval of County and shall provide County with periodic reports at the frequency and with the information prescribed to be reported by County.

Section 10. Requirements Imposed by Law. The requirements of ORS 279B.220 through 279B.240 and Article XI, Section 10, of the Oregon Constitution are incorporated into this Agreement by reference.

Section 11. Indemnification. Contractor shall be responsible for any and all injury to any and all persons or property caused directly or indirectly by reason of any and all activities of Contractor in the performance of Services under this Agreement and further agrees to indemnify, hold harmless, save and defend County, its officers, agents and employees including but not limited to the State of Oregon from and against any and all claims, suits, actions, damages, costs, losses, fees, expenses or judgments resulting from, arising out of or connected with any such injury or the Services provided by Contractor pursuant to this Agreement.

Section 12. Insurance. Contractor, at its expense, shall obtain the following insurance coverage and keep them in effect during the entire term of this Agreement (except with respect to Professional Liability Insurance, which shall be kept in effect for a period of the term of this Agreement plus two years):

A. Workers' Compensation Insurance in compliance with statutory requirements;

B. Commercial General Liability Insurance (including contractual liability and completed operations coverage, and coverage for liability resulting from hazardous substances), on an occurrence basis, with not less than \$1,000,000 per occurrence for bodily injury and property damage liability, with an annual aggregate limit of \$2,000,000;

C. Professional Liability Insurance, including errors and omissions coverage, covering Contractor pursuant to this Agreement, with a per occurrence and aggregate limit of not less than \$1,000,000, to protect against all loss suffered by County or third parties, including financial and consequential loss, caused by error, omission, or negligent acts related to provision of the Services;

D. Commercial Automobile Liability Insurance, with a combined single limit, or the equivalent of not less than \$250,000 per occurrence, for bodily injury and property damage with respect to Contractor's vehicles, whether owned, hired, or non-owned, assigned to, or used by Contractor in connection with the Services;

The Commercial General Liability and Commercial Automobile Liability shall (i) name the State of Oregon and the County, its directors, officers, employees and agents as additional insureds and (ii) include a cross-liability and severability of interest clause and a waiver of subrogation clause but only with respect to Contractor's activities to be performed under this Agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, Contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of : (i) Contractor's completion and County's acceptance of all Services required under this Agreement or, (ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonable available in the marketplace is less than the 24-month period described above, then Contractor may request and County may grant approval of the maximum "tail" coverage period reasonable available in the marketplace. If County approval is granted, Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonable available in the marketplace.

The required insurance coverages shall be (i) with insurance companies admitted to do business in the state of Oregon and rated A or better by Best's Insurance Rating, and (ii) acceptable to County. At County's request, Contractor shall furnish County with certificates of insurance for each of the required insurance coverages. The certificates of insurance shall indicate (a) the types of insurance coverage, (b) the identity of all persons or entities covered, (c) the amounts of insurance coverage, and (d) the period of insurance coverage. Any required insurance coverage shall provide that it may not be canceled except after at least 30 days written notice to County.

Section 13. Confidentiality. Contractor acknowledges that it or its agents may, in the course of their performance under this Agreement, be exposed to or acquire information that is the confidential information of County or County clients. Any and all (i) client information, (ii) information provided by County and marked confidential, (iii) Protected Health Information or EPHI as described or defined in Exhibit A, or (iv) information identified as confidential in a separate writing, that becomes available to Contractor or its agents in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items, including software, that result from Contractor's use of the Confidential Information are also deemed Confidential Information. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential

information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information for any purposes whatsoever, except as may be provided elsewhere under this Agreement or in conformance with Exhibit A. Contractor agrees that, upon termination of this Agreement or at County's request, Contractor will turn over to County all documents, papers and other matter in Contractor's possession that embody Confidential Information.

Section 14. Settlement of Disputes. Differences between Contractor and County will be resolved when possible at appropriate management levels, followed by consultation between boards, if necessary.

Section 15. Financial Audit. If a financial audit of Contractor concerning this Agreement is conducted by a certified public accountant, Contractor shall furnish County a copy of the audit within ninety (90) days following the termination of the Agreement.

Section 16. Subcontracts; Assignment. Contractor shall not enter into any subcontracts for any of the Services required under this Agreement without County's prior written consent. This Agreement shall not be assigned by Contractor without the prior written consent of County.

Section 17. Renewal. This Agreement may be renewed at the written mutual option of both parties.

Section 18. Non-discrimination. Contractor agrees that no person shall, on the grounds of race, color, religion, national origin, sex, marital status, or age, suffer discrimination in the performance of this Agreement when employed by Contractor.

Section 19. Waiver; Remedies. County and Contractor acknowledge that any breach, violation, or default by either party of the provisions contained in this Agreement might result in damage to the other party. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

Section 20. Governing Law; Jurisdiction; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of law. Any claim, action, suit or proceeding, (collectively "Claim") between County and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon. Contractor, BY EXECUTION OF THIS AGREEMENT CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

Section 21. Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

Section 22. Counterparts. This Agreement may be executed by facsimile and in counterparts, which taken together shall form one legal instrument.

Section 23. Attorney Fees and Costs. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be solely responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

Section 24. Entire Agreement. This Agreement is the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written Agreement shall be valid or binding. No alterations, changes, or additions to this Agreement shall be made except in a written document signed by both parties.

Section 25. Business Associate Clause - HIPAA restrictions. Contractor acknowledges that County is subject to the Privacy Rule of the Health Insurance Portability and Accountability Act of 1996, (HIPAA), Pub. Law No. 104-191. County and Contractor hereby agree to the respective obligations in the attached Exhibit A, "Business Associate Agreement".

DONE the last date set forth adjacent to the signatures of the parties below.

CHAMPION TEAM

By: Lindsay Dent
(signature)
Date: January 24, 2015

Lindsay Dent
(printed name)

Executive Director
(title)

Tax ID No.: 93-1327424

YAMHILL COUNTY, OREGON

Allen Springer
ALLEN SPRINGER, Chair
Board of Commissioners

Date: 1-29-15

Laura A. Tschabold
LAURA TSCHABOLD
County Administrator

Date: 1-29-15

FORM APPROVED BY:

Christian Boenisch
CHRISTIAN BOENISCH
County Counsel

Date: 1/30/15

Accepted by Yamhill County
Board of Commissioners on
1.29.15 by Board Order
15-23

**EXHIBIT A
BUSINESS ASSOCIATE AGREEMENT**

RECITALS

- A. The CONTRACTOR may use and disclose Protected Health Information and Electronic Protected Health Information ("EPHI") in the performance of its obligations under the Agreement; and
- B. The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and its implementing Privacy Rule and Security Rule, 45 CFR Parts 160 and 164, require that COUNTY, as a Covered Entity, obtain satisfactory assurances from its Business Associates, as that term is defined in the Privacy Rule and Security Rule, that they will comply with the Business Associate requirements set forth in 45 CFR 164.502(e) and 164.504(e) and as amended by the Health Information Technology for Economic and Clinical Health ("HITECH") Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA"). CONTRACTOR is a Business Associate of COUNTY and desires to provide such assurances with respect to the performance of its obligations under the Agreement; and
- C. Both COUNTY and CONTRACTOR are committed to compliance with the standards set forth in the Privacy Rule and Security Rule as amended by the HITECH Act, and as they may be amended further from time to time, in the performance of their obligations under the Agreement.

NOW, THEREFORE, in consideration of mutual and valuable consideration which the parties hereby acknowledge as received, the parties agree as follows:

AGREEMENT. The parties agree that the following terms and conditions shall apply to the performance of their obligations under the Agreement, effective upon execution of this Amendment. Capitalized terms used, but not otherwise defined in this Amendment, shall have the same meaning as those terms in the Privacy Rule and Security Rule.

1. SERVICES. Pursuant to the Agreement, CONTRACTOR provides certain services for or on behalf of COUNTY, as described in the Agreement, which may involve the use and disclosure of Protected Health Information and EPHI. CONTRACTOR may make use of Protected Health Information and EPHI to perform those services if authorized in the Agreement and not otherwise limited or prohibited by this Amendment, the Privacy Rule, the Security Rule and other applicable federal or state laws or regulations. All other uses of Protected Health Information and EPHI are prohibited.

2. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR.

- (a) CONTRACTOR agrees to not use or disclose Protected Health Information or EPHI other than as permitted or required by the Agreement as amended by this Amendment, as permitted by the Privacy Rule, the Security Rule or as required by Law.
- (b) CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information and EPHI other than as provided for by the Agreement, as amended by this Amendment.
- (c) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information or EPHI by CONTRACTOR in violation of the requirements of the Agreement, as amended by this Amendment.
- (d) CONTRACTOR agrees to report to COUNTY, as promptly as possible, any use or disclosure of the Protected Health Information or EPHI not provided for by the Agreement, as amended by this Amendment, of which it becomes aware.

(e) CONTRACTOR agrees to ensure that any agent, including a contract hearing officer or other subcontractor, to whom it provides Protected Health Information or EPHI received from, or created or received by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply through the Agreement, as amended by this Amendment, to CONTRACTOR with respect to such information.

(f) CONTRACTOR agrees to provide access, at the request of COUNTY, and in the time and manner designated by COUNTY, to Protected Health Information and EPHI in a Designated Record Set (the hearing file), to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR 164.524.

(g) CONTRACTOR agrees to make any amendment(s) to Protected Health Information and EPHI in a Designated Record Set that the COUNTY directs or agrees to pursuant to 45 CFR 164.526 at the request of COUNTY or an Individual, and in the time and manner designated by COUNTY.

(h) CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures and any Protected Health Information or EPHI, relating to the use and disclosure of Protected Health Information and EPHI received from, or created or received by CONTRACTOR on behalf of COUNTY, available to COUNTY or to the Secretary, within the time and in the manner designated by COUNTY or the Secretary, for purposes of the Secretary determining COUNTY's compliance with the Privacy Rule or Security Rule.

(i) CONTRACTOR agrees to refer requests for disclosures of Protected Health Information and EPHI to the COUNTY for response, except for requests related to conducting the contested case hearing. To the extent CONTRACTOR discloses Protected Health Information or EPHI for purposes not related to conducting the contested case hearing, CONTRACTOR agrees to document such disclosures to the extent such documentation is required for COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information and EPHI in accordance with 45 CFR 164.528.

(j) CONTRACTOR agrees to provide to COUNTY or an Individual, in time and manner to be designated by COUNTY, information collected in accordance with Section 2(i) of this Amendment, to permit COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information and EPHI in accordance with 45 CFR 164.528.

(k) CONTRACTOR agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the EPHI that it creates, receives, maintains, or transmits on behalf of the COUNTY.

(l) In the event of Discovery of a Breach of Unsecured Protected Health Information, CONTRACTOR shall:

(i) Notify the COUNTY of such Breach. Notification shall include identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by CONTRACTOR to have been accessed, acquired or disclosed during such Breach and any other information as may be reasonably required by the COUNTY necessary for the COUNTY to meet its notification obligations;

(ii) Confer with the COUNTY as to the preparation and issuance of an appropriate notice to each individual whose Unsecured Protected Health Information has been, or is reasonably believed by CONTRACTOR to have been accessed, acquired or disclosed as a result of such Breach;

(iii) Where the Breach involves more than 500 individuals, confer with the COUNTY as to the preparation and issuance of an appropriate notice to prominent media outlets within the State or as appropriate, local jurisdictions; and,

(iv) Confer with the COUNTY as to the preparation and issuance of an appropriate notice to the Secretary of DHHS of Unsecured Protected Health Information that has been acquired or disclosed in a Breach. CONTRACTOR understands that if the Breach was with respect to 500 or more individuals, such notice to the Secretary must be provided immediately, and therefore, time is of the essence in the obligation to confer with the COUNTY. If the Breach was with respect to less than 500 individuals, a log may be maintained of any such Breach and the log shall be provided to the Secretary annually documenting such Breaches occurring during the year involved.

(v) Except as set forth in (vi) below, notifications required by this section are required to be made without unreasonable delay and in no case later than 60 calendar days after the Discovery of a Breach. Therefore, the notification of a Breach to the COUNTY shall be made as soon as possible and CONTRACTOR shall confer with the COUNTY as soon as practicable thereafter, but in no event, shall notification to the COUNTY be later than 30 calendar days after the Discovery of a Breach. Any notice shall be provided in the manner required by the HITECH Act, sec 13402(e) and (f), Public Law 111-5, 45 CFR 164.404 through 164.410 and as agreed upon by the COUNTY.

(vi) Any notification required by this section may be delayed by a law enforcement official in accordance with the HITECH Act, sec 13402(g), Public Law 111-5.

(vii) For purposes of this section, the terms "Unsecured Protected Health Information" and "Breach" shall have the meaning set forth in 45 CFR § 164.402. A Breach will be considered as "Discovered" in accordance with the HITECH Act, sec 13402(c), Public Law 111-5, 45 CFR 164.404(a)(2).

(m) CONTRACTOR shall comply with 45 C.F.R. 164.308, 164.310, 164.312 and 164.316 and all requirements of the HITECH Act, Public Law 111-5, that relate to security and that are made applicable to Covered Entities, as if CONTRACTOR were a Covered Entity.

(n) CONTRACTOR shall be liable to the COUNTY, and shall indemnify the COUNTY for any and all direct costs incurred by the COUNTY, including, but not limited to, costs of issuing any notices required by HITECH or any other applicable law, as a result of CONTRACTOR's Breach of Unsecured Protected Health Information.

3. PERMITTED USES AND DISCLOSURES BY CONTRACTOR.

(a) General Use and Disclosure Provisions.

(1) Except as otherwise limited or prohibited by this Amendment, CONTRACTOR may use or disclose Protected Health Information and EPHI to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement and this Amendment, provided that such use or disclosure would not violate the Privacy Rule or Security Rule if done by COUNTY or the minimum necessary policies and procedures of COUNTY.

(2) COUNTY has determined that disclosures to CONTRACTOR under the Agreement are necessary and appropriate for COUNTY's Treatment, Payment and Health Care Operations under the HIPAA Privacy Rule and Security Rule and Required By Law under Or Laws 1999, ch. 849 (HB 2525).

(3) All applicable federal and state confidentiality or privacy statutes or regulations, and related procedures, continue to apply to the uses and disclosures of information under this Amendment, except to the extent preempted by the HIPAA Privacy Rule and Security Rule.

(b) Specific Use and Disclosure Provisions.

(1) Except as otherwise limited in this Amendment, CONTRACTOR may use Protected Health Information and EPHI for the proper management and administration of the CONTRACTOR or to carry out the legal responsibilities of the CONTRACTOR.

(2) Except as otherwise limited in this Amendment, CONTRACTOR may disclose Protected Health Information and EPHI for the proper management and administration of the CONTRACTOR, provided that disclosures are Required By Law, or CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached.

(3) CONTRACTOR may use Protected Health Information and EPHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

(4) CONTRACTOR may not aggregate or compile COUNTY's Protected Health Information or EPHI with the Protected Health Information or EPHI of other Covered Entities unless the Agreement permits CONTRACTOR to perform Data Aggregation services. If the Agreement permits CONTRACTOR to provide Data Aggregation services, CONTRACTOR may use Protected Health Information and EPHI to provide the Data Aggregation services requested by COUNTY as permitted by 45 CFR 164.504(e)(2)(i)(B), subject to any limitations contained in this Amendment. If Data Aggregation services are requested by COUNTY, CONTRACTOR is authorized to aggregate COUNTY's Protected Health Information and EPHI with Protected Health Information or EPHI of other Covered Entities that the CONTRACTOR has in its possession through its capacity as a CONTRACTOR to such other Covered Entities provided that the purpose of such aggregation is to provide COUNTY with data analysis relating to the Health Care Operations of COUNTY. Under no circumstances may CONTRACTOR disclose Protected Health Information or EPHI of COUNTY to another Covered Entity absent the express authorization of COUNTY.

4. OBLIGATIONS OF COUNTY.

(a) COUNTY shall notify CONTRACTOR of any limitation(s) in its notice of privacy practices of COUNTY in accordance with 45 CFR 164.520, to the extent that such limitation may affect CONTRACTOR's use or disclosure of Protected Health Information and EPHI. COUNTY may satisfy this obligation by providing CONTRACTOR with COUNTY's most current Notice of Privacy Practices.

(b) COUNTY shall notify CONTRACTOR of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information or EPHI, to the extent that such changes may affect CONTRACTOR's use or disclosure of Protected Health Information and EPHI.

(c) COUNTY shall notify CONTRACTOR of any restriction to the use or disclosure of Protected Health Information or EPHI that COUNTY has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect CONTRACTOR's use or disclosure of Protected Health Information or EPHI.

5. PERMISSIBLE REQUESTS BY COUNTY.

(a) COUNTY shall not request CONTRACTOR to use or disclose Protected Health Information or EPHI in any manner that would not be permissible under the Privacy Rule or Security Rule if done by COUNTY, except as permitted by Section 3(b) above.

(b) COUNTY may conduct a survey of CONTRACTOR with respect to CONTRACTOR's compliance with the terms of this Agreement and applicable law for the establishment of policies and procedures for the safeguarding of any Protected Health Information and EPHI provided to CONTRACTOR by

COUNTY. CONTRACTOR shall implement any recommendations of COUNTY resulting from such surveys as may be reasonably necessary to ensure compliance with the terms of this Agreement and applicable law for the safeguarding of any Protected Health Information and EPHI provided to CONTRACTOR by COUNTY.

6. TERM AND TERMINATION.

(a) Effective Date; Term. This Amendment shall be effective on the date on which all parties have executed it and all necessary approvals, if any, have been granted. This Amendment shall terminate on the earlier of (i) the date of termination of the Agreement, or (ii) the date on which termination of the Amendment is effective under Section 6(b).

(b) Termination for Cause. In addition to any other rights or remedies provided in this Agreement, upon either the COUNTY's or CONTRACTOR's knowledge of a material breach by the other party of that party's obligations under this Amendment, the party not in breach shall either:

(1) Notify the other party of the breach and specify a reasonable opportunity in the Notice of Breach to the party in breach to cure the breach or end the violation, and terminate the Agreement and this Amendment if the party in breach does not cure the breach of the terms of this Amendment or end the violation within the time specified;

(2) Immediately terminate the Agreement and this Amendment if the party in breach has breached a material term of this Amendment and cure is not possible in the reasonable judgment of the party not in breach; or

(3) If neither termination nor cure is feasible, the party not in breach shall report the violation to the Secretary.

(4) The rights and remedies provided in this Amendment are in addition to any rights and remedies provided in the Agreement.

(c) Effect of Termination.

(1) Except as provided in paragraph (2) of this Section 6(c), upon termination of the Agreement and this Amendment, for any reason, the party in breach shall, at the other party's option, return or destroy all Protected Health Information and EPHI received from the other party, or created or received by CONTRACTOR on behalf of COUNTY. This provision shall apply to Protected Health Information and EPHI that is in the possession of CONTRACTOR or agents of CONTRACTOR. CONTRACTOR shall retain no copies of the Protected Health Information or EPHI.

(2) In the event that CONTRACTOR determines that returning or destroying the Protected Health Information or EPHI is infeasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or destruction infeasible. Upon COUNTY's written acknowledgement that return or destruction of Protected Health Information or EPHI is infeasible, CONTRACTOR shall extend the protections of this Amendment to such Protected Health Information and EPHI and limit further uses and disclosures of such Protected Health Information and EPHI to those purposes that make the return or destruction infeasible, for so long as CONTRACTOR maintains such Protected Health Information or EPHI.

7. MISCELLANEOUS.

(a) Regulatory References. A reference in this Amendment to a section in the Privacy Rule, or Security Rule, or the HITECH Act means the section in effect as of the effective date of this Amendment or as the Rules may be subsequently amended from time to time.

(b) Amendment; Waiver. The Parties agree to take such action as is necessary to amend the Agreement and this Amendment from time to time as is necessary for COUNTY to comply with the requirements of the Privacy Rule, Security Rule, HIPAA and the HITECH Act. No provision hereof shall be deemed waived unless in writing, duly signed by authorized representatives of the parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy under this Amendment.

(c) Survival. The respective rights and obligations of CONTRACTOR under Section 6(c), this Section 7(c), and Section 7(e) of this Amendment shall survive the termination of the Agreement and this Amendment.

(d) Interpretation; Order of Precedence. Any ambiguity in this Amendment or the Agreement shall be resolved to permit COUNTY to comply with the Privacy Rule, Security Rule and the HITECH Act. The terms of this Amendment amend and supplement the terms of the Agreement, and whenever possible, all terms and conditions in this Amendment and the Agreement are to be harmonized. In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control; provided, however, that this Amendment shall not supercede any other federal or state law or regulation governing the legal relationship of the parties, or the confidentiality of records or information, except to the extent that HIPAA preempts those laws or regulations. In the event of any conflict between the provisions of the Agreement (as amended by this Amendment) and the Privacy Rule or Security Rule, the Privacy Rule and Security Rule shall control.

(e) No Third-Party Beneficiaries. COUNTY and CONTRACTOR are the only parties to this Amendment and are the only parties entitled to enforce its terms. Nothing in this Amendment gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Amendment.

(f) Successors and Assigns. The provisions of this Amendment and the Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, if any.

(g) Except As Amended. Except as amended by this Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

8. SIGNATURES.

By signing this Amendment, the parties certify that they have read and understood this Amendment, that they agree to be bound by the terms of this Amendment and the Agreement, as amended, and that they have the authority to sign this Amendment.

CONTRACTOR:

By: Judith Dent

Title: Executive Director

Date: January 24, 2015

COUNTY:

By: Allen Springer

Title: Chair, Board of Commissioners

Date: 1-29-15

Accepted by Yamhill County
Board of Commissioners on

1.29.15 by Board Order

15-23

Exhibit B

Peer-Led Services Proposal January-December 2015

1. Scope of Work

- a. Champion Team is a consumer-run organization developed to promote personal growth, recovery and wellness for adults in Yamhill County with mental health and/or co-occurring challenges. Champion Team provides an environment for consumer-run services and peer supports at 2215 NE McDonald Lane in McMinnville, Oregon.
- b. Champion Team is consumer/survivor-run. The Board of Directors is comprised of over 60% membership having had lived with mental health challenges. 40% of board members are local professionals and/or community members at large. All board members have received professional level training through Oregon Technical Assistance Corporation. The board has adopted a financial management system to comply with accountability standards in addition to receiving services from a professional financial management company.
- c. Champion Team has demonstrated capability by providing ongoing recovery support services. The schedule of activities, support groups and peer support services have helped individuals connect to the broader mental health community. An effort is made to include programs that are used more broadly in the national or state-wide mental health recovery movement in addition to including linkages to local social connections and community agencies.
- d. Champion Team regularly tracks the number of individuals and visits at the center in addition to the number of individual participants with Oregon Health Plan (OHP). This data is reported quarterly to ensure performance and monitoring. The average number of OHP individuals enrolled in Yamhill Community Care Organization (YCCO) under the agencies current contract is 25. The average number of OHP members served each quarter *is currently 45*. In the past 12 months, Champion Team has increased the OHP members by 20 individuals.
- e. Champion Team serves any adult that self- identifies as a consumer/survivor of mental health services. However, a preference of services is provided to individuals with Medicaid insurance. Champion Team serves an average total of 85% Medicaid recipients. Approximately 15% of members have other insurance or are not insured. Financial support for non-OHP members is provided by donations, in-kind contributions and small grants/contracts including Mental Health America of Oregon (MHAO). On average, there are a total of 79 visits at the center each month. Last month we served 133 total visits, of that 85% have Medicaid Insurance.
- f. Under the agency's current contract agreement, Champion Team must remain open five days a week from 10am to 2pm for a total of 20 hours. The center is currently open 5 days a week, for a total of 24 weekly hours, which is an additional 16 hours more than the current contract requires each month. Each hour of operation peer support services are offered in group settings and/or one on one. On average each quarter 185 hours of individual peer support is provided. A minimum of one outing activity is provided each month, with an additional two more monthly activities at the center i.e. movie day, spa day, holiday party, potluck or other themed event. Support

- groups are provided at a minimum of 4 times each week. Some support groups include, Dual Diagnosis Anonymous of Oregon DDA, Codependent No More, Friends of Champion Team, Healthy Living in Recovery and Music Therapy.
- g. Champion Team currently holds a contract with Mid-Valley Behavioral Care Network (MVBCN). Under this contract, MVBCN makes funds available through Oregon Technical Assistance Corporation (OTAC). Champion Team adheres to OTAC's procedures to obtain disbursements for expenses in the approved budget.
 - h. Champion Team contracts with Newberg Payroll for all payroll services.
 - i. Champion Team maintains Workers Compensation Insurance through SAIF, professional, general and automobile liability is maintained through AMS Alliance Insurance for Nonprofits.
 - j. Champion Team is contracted .5FTE for the Executive Director position at \$16 per hour. Another .5FTE is absorbed by two employees at \$13 per hour. The Executive Director oversees all of Champion Team's operations and administrative duties, adheres to contracts, tracks and reports various data, oversees all staff and volunteers and answers to the board of directors as well as other duties as needed. .25FTE is absorbed by the Activities Coordinator which organizes and facilitates many of the groups, outings and activities. The remaining .25FTE is absorbed by the Outreach Coordinator who is responsible for community relations, recruiting and networking with members and community partners as well as seeking program development opportunities. Performance evaluations are conducted annually at minimum.
 - k. Champion Team plays an important role within the peer services and broader Yamhill County community. Champion Team is the only peer-run organization in Yamhill County with a drop-in center in addition to other support services. Champion Team strives to collaborate with local partners such as Provoking Hope, Project ABLE of Yamhill County, Yamhill Co. Behavioral Health and other mental health providers. Collaboration with partners include the sharing of resources and services provided to benefit Oregon Health Plan recipients and avoid duplication of services. It also includes the referral of individuals on an as needed basis as well as other functions. Champion Team is a member of the McMinnville Chamber of Commerce and utilizes networking and other opportunities. The agency works with various entities to share and exchange information such as McMinnville Farmers Market, Community Health Fairs and Recovery Fair. Champion Team has a significant working relationship with CCS Court (Mental Health Court/Drug Court) operated by Judge Stone. Employees attend the weekly meetings and offer resources and support to the judge and to participants in the program. Participants often choose to complete community service at the center as well as receive peer services. Many members are able to learn a new alternative to recovery through volunteering and becoming a long-term active member of Champion Team.

2. Proposed Projects

A) Dual Diagnosis Anonymous of Oregon (DDA)

- a. Champion Team will partner with DDA to employ an Outreach Specialist for Yamhill County, which will absorb .25FTE at \$14 per hour. This position will be filled by the second month of calendar year 2015. The Outreach Specialist will lead at least one DDA meeting and at least one Family Support Network (FSN) meeting each week. The person

will also assist in facilitating one monthly fellowship gathering. Champion Team will provide office space for the employee as well as meeting space for at least two weekly DDA meetings and one monthly fellowship meeting.

b. The DDA Executive Director will attend, prepare and present at the monthly fellowship meetings. Including travel the Director will spend approximately 3 hours each month at Champion Team. DDA will also provide materials, support and assistance to the program as needed. The director will also recruit and hire the outreach specialist as well as provide training when necessary.

c. The projected outcome of attendance at the monthly fellowship meetings will be 10 individuals. There will be 5 individuals at each weekly DDA meeting and 5 people at each weekly FSN meeting.

B) Drop-In Center Extension

- a. Champion Team will contract directly with Newberg Payroll and Financial Services (In lieu of OTAC) for the management and oversight of the agency's payroll and finances procured from all contracts and other sources of revenue. Internal audits and evaluations will be conducted regularly by Champion Team's Treasurer, a Certified Public Accountant (CPA). Comprehensive audits will be contracted out and conducted at least annually. Champion Team will have supportive documents and financial information available upon request.
- b. During the beginning of the first quarter of Calendar year 2015, Champion Team will increase the weekly hours from 24 to 28 by remaining open until 3pm on Mon, Tue, Thu and Fri. By the end of the first quarter of calendar year 2015 Champion Team will be open from 10am to 3pm, which will increase the weekly hours from 28 to 33. On average the center will be open and available for individual peer support and other services 133 hours each month. (This is 45 additional monthly hours provided in calendar year 2014)
- c. Champion Team is currently serving 20 more individuals than the contracted target. To accommodate the extra participants and additional hours of operation in the first quarter an additional total .25FTE will be added to both the Activities Coordinator and the Outreach Coordinator. An additional .25FTE will also be added for the Executive Director in order to accommodate increased volume of participants, services and staffing. It is also necessary that the director prepares for new programs and participants by creating policies and procedures as well as other necessary implementation. By the end of *the 2015 calendar year, a minimum of 25 additional individuals* will be new to Champion Team as a direct result of increased hours and recruitment.
- d. Beginning the second quarter of calendar year 2015, Champion Team will offer one shuttle service at least two times each month and will become four times each month by the end of the second quarter. This service will be offered on a day and time that the public transportation system is not running. The shuttle will be provided by a Champion Team staff person who will drive the leased 15 passenger van. This service can operate as a sign-up system first, as well as a regularly scheduled central location drop-off and pick-up. To implement the shuttle and provide access to many in Yamhill Co. it will require an additional .25FTE total, which is split between administration and organizing/conducting the service. There will be a minimum increase of at least 5 new members each quarter, or 15 in a year.

C) Hearing Voices Network

- a. Currently in Yamhill County, one "Hearing Voices" meeting takes place twice a month at ABACUS of Yamhill Co. This group is newly formed and closed to the community at large. The former "Hearing Voices and Extreme States" Facilitator was working toward hosting multiple "open" groups for any person with an interest in attending. Champion Team would like to partner with the Oregon Hearing Voices Network and Mental Health America of Oregon to have trained personnel work .25FTE to establish and coordinate 1-2 open "Hearing Voices" meetings available to anyone in Yamhill County with a desire to participate.
- b. the recruitment of a Hearing Voices Organizer will begin the third quarter of calendar year 2015. Certified training(s) will be provided before the end of the third quarter and the organizer will build up collaborative partnerships and work on recruitment for much of the third quarter.
- c. In the fourth quarter of the calendar year the Hearing Voices program will be launched. It will begin with one open meeting and follow with at least two, perhaps one meeting in another area of Yamhill Co if able. This program may require use of one laptop and specific additional materials. Throughout the duration of the employment, the organizer will begin to explore options to become a trainer and expand the Hearing Voices program.

D) Budget

- a. See Appendix A

Peer Lead Projects 2015

Appendix A

	2015	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR
Personnel														
Executive Director	\$2,080.00	\$2,080.00	\$2,080.00	\$2,426.00	\$2,426.00	\$2,426.00	\$2,426.00	\$2,773.00	\$2,773.00	\$2,773.00	\$2,773.00	\$2,773.00	\$2,773.00	\$30,502.00
Outreach & Development	\$845.00	\$845.00	\$845.00	\$1,127.00	\$1,127.00	\$1,127.00	\$1,127.00	\$1,127.00	\$1,127.00	\$1,127.00	\$1,127.00	\$1,127.00	\$1,127.00	\$12,678.00
Program & Activities	\$845.00	\$1,127.00	\$1,127.00	\$1,127.00	\$1,127.00	\$1,127.00	\$1,127.00	\$1,127.00	\$1,127.00	\$1,127.00	\$1,127.00	\$1,127.00	\$1,127.00	\$13,242.00
Hearing Voices Organizer							\$260.00	\$260.00	\$565.00	\$565.00	\$565.00	\$565.00	\$565.00	\$3,085.00
Taxes & Fees	\$754.00	\$810.00	\$810.00	\$879.00	\$936.00	\$936.00	\$1,057.00	\$1,057.00	\$1,213.00	\$1,213.00	\$1,213.00	\$1,213.00	\$1,213.00	\$12,373.00
Operations														
Rent	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$12,000.00
Insurance	\$375.00	\$375.00	\$375.00	\$375.00	\$375.00	\$375.00	\$375.00	\$375.00	\$375.00	\$375.00	\$375.00	\$375.00	\$375.00	\$4,500.00
Utilities	\$425.00	\$425.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$5,350.00
Financial Audit														\$800.00
Payroll & Financial Mngmt	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$8,400.00
Office Supplies	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$1,500.00
Equipment														\$0.00
Mileage	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$1,200.00
Bldg Maintenance & Janitorial							\$250.00	\$250.00						\$750.00
Project: DDA														
Personnel	\$310.00	\$673.00	\$673.00	\$673.00	\$673.00	\$673.00	\$673.00	\$673.00	\$673.00	\$673.00	\$673.00	\$673.00	\$673.00	\$7,713.00
Supplies	\$94.00	\$188.00	\$187.00	\$188.00	\$187.00	\$187.00	\$187.00	\$187.00	\$187.00	\$187.00	\$187.00	\$187.00	\$187.00	\$2,157.00
Travel	\$84.00	\$83.00	\$83.00	\$83.00	\$83.00	\$83.00	\$84.00	\$83.00	\$83.00	\$83.00	\$83.00	\$83.00	\$83.00	\$1,000.00
Admin Fee (12%)	\$23.00	\$100.00	\$99.00	\$99.00	\$100.00	\$99.00	\$99.00	\$99.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$1,120.00
Project: Drop-In Extension														
Member Activities	\$100.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$1,750.00
Transportation/Outings	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$600.00
Transportation/Shuttle						\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$375.00
Project: Hearing Voices														
Materials							\$400.00	\$400.00						\$200.00
Equipment									\$500.00					\$400.00
Training														\$500.00
Travel										\$100.00	\$100.00	\$100.00	\$100.00	\$400.00
Project: Rural Outreach														
Materials														\$0.00
Equipment														\$0.00
Travel														\$0.00
Miscellaneous														\$0.00
Admin Fee (10%)														\$0.00
Total	\$7,910.00	\$8,831.00	\$9,269.00	\$9,886.00	\$9,633.00	\$9,633.00	\$11,037.00	\$11,549.00	\$10,948.00	\$11,200.00	\$11,749.00	\$10,948.00	\$11,749.00	\$122,595.00

B.O. 15-23