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**RELIANT BEHAVIORAL HEALTH
EMPLOYEE ASSISTANCE PROGRAM
SERVICES AGREEMENT**

THIS AGREEMENT (the "Agreement") is made and entered into this 31st day of July, 2014 by and between RELIANT BEHAVIORAL HEALTH, LLC, 1220 SW Morrison Street, Suite 600, Portland, Oregon 97205 (hereinafter "RBH"), and YAMHILL COUNTY, 535 NE 5th Street, McMinnville, Oregon 97128-4523 (hereinafter "Employer").

RECITALS

WHEREAS, RBH is engaged in the business of providing employee assistance program services; hereinafter "EAP" and

WHEREAS, Employer desires to engage RBH to provide the services described in this Agreement and RBH is willing to provide such services on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

AGREEMENT

1. **EAP Services.** RBH shall provide professional employee assistance services to employees, anyone living in their household and anyone dependent upon their income (collectively, "Participants"). EAP services may include assessment, referral, and short-term intervention to resolve specific problems. The specific EAP services provided are set forth in the Services Summary (Exhibit A) and Fee Schedule (Exhibit B) attached hereto.
2. **Employer Responsibility.** Employer agrees to assist RBH in the performance of services as follows:
 - 2.1 To designate an employee who will act as liaison with RBH.
 - 2.2 To provide RBH with a current total number of employees eligible for EAP services, and update on a quarterly basis or upon significant changes in the workforce.
 - 2.3 To give prompt notice to RBH whenever Employer observes or otherwise becomes aware of any deficiency in the proposed delivery of such services.
 - 2.4 To distribute EAP promotional material and request and schedule orientation sessions/supervisory training as appropriate.

- 2.5 To provide RBH with current health plan benefit information annually, or notify RBH as changes affecting behavioral health, chemical dependency benefit levels, or provider network occur.
- 2.6 To provide appropriate access to employees and supervisors for necessary communication and education on EAP related issues, including employee orientation and supervisory training, distribution of educational materials, and workplace wellness presentations.

3. **Billing/Payment for Services.** Each quarter, Employer will provide RBH with an accurate total of the employees eligible for EAP services. RBH shall be responsible for submitting an invoice to Employer on or about the first day of each billing cycle. Employer will remit payment to RBH within 30 days of receipt of billing. RBH reserves the right to charge interest on late payments on the amount due from the due date until the date paid. The interest rate shall be eighteen percent (18%) per year. RBH reserves the right to suspend service on accounts more than thirty (30) days past due, with or without notice.

3.1 Fees may be adjusted with sixty (60) days written notice to the Employer.

3.2 If at any time during the term of this Agreement the Annualized Utilization increases above seven (7) percent or drops below two (2) percent, RBH shall notify Employer of such change, and Employer and RBH shall enter into discussion and reach agreement as to new rates for provided EAP services. Such rate adjustments will apply to the billing cycle following agreement on the new rate structure.

“Annualized Utilization” shall be defined as the number of incidents of counseling or other direct services (e.g. crisis services) averaged over a current 12 month period.

See Exhibit C for special provisions on: employee count updates, written notice for adjustment of fees, and utilization rate increases.

4. **Confidentiality.**

4.1 **Health Information and Protected Health Information.**
RBH agrees to protect the confidentiality of Participants and their individually identifiable health information (“Protected Health Information” as defined in 45 CFR § 164.501) in accordance with the requirements of state and federal laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA). All records of Participants are and will remain the property of RBH.

Both RBH and Employer shall treat individually identifiable health information as confidential and will take reasonable precautions to safeguard the privacy, security, and confidentiality of all Protected Health Information and other such individually identifiable health information.

- 4.2 **RBH Proprietary Information.** During the Term of this Agreement, as defined below, Employer and RBH will receive and have access to Proprietary Information (as defined below). Employer and RBH shall hold one another's Proprietary Information in confidence, will take all reasonable precautions to safeguard all Proprietary Information at all times so that it is not exposed to, or taken by, unauthorized persons. During or after termination or expiration of this Agreement, for any reason, Employer and RBH will not, directly or indirectly, use, disclose, or make available any Proprietary Information to anyone outside RBH or Employer. Proprietary Information received by Employer or RBH shall remain the property of the originating party and, upon expiration or termination of this Agreement for any reason, or upon RBH's or Employer's request prior to termination, each party shall return to the originating party all Proprietary Information in its possession.

For purposes of this Agreement, "Proprietary Information" shall mean information disclosed to or accessed by Employer or RBH, not generally known in the relevant trade or industry, about Employer's/RBH's business activities, services, and processes, including but not limited to information concerning training manuals, promotional or educational materials, computer programs, policies, procedures, processes, finances, accounting and reporting methods, treatments, trade secrets, contractual arrangements, and marketing strategies.

- 4.3 **Remedies.** Employer and RBH acknowledge that the use or disclosure of any Proprietary Information, Protected Health Information, or Participant information in a manner inconsistent with this Agreement will cause the originating party irreparable damage, and that each party shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as are occasioned by such unauthorized use or disclosure.
- 4.4 **Survival.** The provisions of this Section 4 shall survive the expiration or termination of this Agreement for any reason.

5. **Relationship.**

- 5.1 **No Authority.** The relationship between RBH and Employer is purely contractual and neither RBH nor Employer, nor the employees, servants, agents, or representatives of either, shall be considered the employee, servant, agent, or representative of the other. As independent contracting parties, neither RBH nor Employer shall have any express or implied right of authority to assume or create any obligation on behalf of or in the name of the other party, except as specifically provided herein.

5.2 **Fiduciary.** RBH is not a fiduciary of any Employer-contracted or self-insured health plan and does not have any discretionary authority to make determinations regarding benefits under the terms of such health plan.

6. **Term and Termination.**

6.1 **Effective Date.** This Agreement shall commence on the 1st day of July, 2014, and shall remain in full force and effect for one (1) year, unless a different expiration date is specified in Exhibit C, subject to earlier termination as provided herein. This Agreement shall automatically renew for two (2) successive one-year terms, unless canceled by either party upon at least 60 days' written notice. The automatic renewal terms may include a rate adjustment for each successive term. The number of employees covered, rates, and payment provisions agreed to by the parties are outlined in Exhibit B.

6.2 **Termination.** This Agreement may be terminated at the time, and upon occurrence, of any of the events described below:

6.2.1 Without cause, at any time with sixty (60) days prior written notice to the other party.

7. **Dispute Resolution.** The parties agree to meet and confer in good faith to resolve any problems or disputes that may arise under this Agreement. Any controversy or claim arising from or relating to this Agreement that cannot be amicably resolved shall be settled by arbitration in accordance with the rules of the American Arbitration Association under its Commercial Arbitration Rules, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

8. **Indemnity.** RBH shall hold harmless Employer against all actions, claims, demands and liabilities, and against all loss, damage, costs and expenses, including reasonable attorneys' fees, arising directly or indirectly, out of an actual or alleged injury to a person or to property as a result of the negligent or intentional act or omission of RBH, or any of RBH's employees, subcontractors or agents providing the services pursuant to this Agreement, except to the extent any such loss, damage, costs and expenses were caused by the negligent or intentional act or omission of Employer, its officers, employees or agents.

Employer shall hold harmless RBH against all actions, claims, demands and liabilities, and against all loss, damage, costs and expenses, including reasonable attorneys' fees, arising directly or indirectly out of an actual or alleged injury to a person or to property as a result of the negligent or intentional act or omission of Employer, or any of Employer's employees, subcontractors or agents providing the services pursuant to this Agreement, except to the extent any such loss, damage, costs and expenses were caused by the negligent or intentional act or omission of RBH, its officers, employees or agents.

9. **Liability Insurance.** RBH shall obtain and maintain Commercial General Liability insurance coverage with limits not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. RBH shall obtain and maintain Professional Liability Insurance (Errors and Omissions) coverage with limits not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in aggregate.

The requirement to maintain Commercial General Liability and Professional Liability insurance shall survive the termination of this Agreement. RBH and its contracted providers shall maintain professional liability insurance for the period of the applicable statute of limitations from the last date Employers' clients are provided with services pursuant to this Agreement.

A certificate of insurance (or a copy of the insurance policy) verifying such coverage shall be made available to Employer upon request while this Agreement is in effect. Employer shall be notified at least thirty (30) days prior to cancellation, reduction or material change in coverage.

10. **Entire Agreement.** This Agreement, including all attachments hereto, contains the entire agreement and understanding between the parties and supersedes all prior agreements, understandings and representations relating to the subject matter of this Agreement. This Agreement may be amended at any time during the term hereof by the mutual written consent of all of the parties hereto.
11. **Headings.** The section headings used herein have been inserted for convenience or reference only and shall not in any way modify or restrict any terms or provisions hereof.
12. **Governing Law.** This Agreement and the rights and obligations created hereunder shall be governed by and construed in accordance with Oregon law.
13. **Contact or Notice.** Communication between Employer and RBH shall be made to the following contacts at the noted address and contact numbers:

Employer Contact: Ken Huffer
Human Resources/Risk Manager
535 NE 5th Street
McMinnville, Oregon 97128
503-434-7308
hufferk@co.yamhill.or.us

RBH Contact: Janet Levin
Account Manager
1220 SW Morrison St., Suite 600
Portland, OR 97205
503-802-9834
jlevin@reliantbh.com

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first written above.

Reliant Behavioral Health, LLC

By *Traci Coleman*
Traci Coleman
Title: Chief Operations Officer
Date: 9/15/2014

Yamhill County

By *Allen Springer*
~~Ken Huffer~~ Allen Springer
Title: Chair, Board of Commissioners
Date: 9-4-14

Approved As To Form
by *Christian Boenisch*
Christian Boenisch
County Counsel
Yamhill County

Accepted by Yamhill County
Board of Commissioners on
9.4.14 by Board Order
14-545

EXHIBIT A
SERVICES PROVIDED

RBH will provide the following services to Employer:

- A. Assessment, Brief Counseling and /or Referral:** Counseling sessions including an initial evaluation to identify problems, brief counseling or referral as appropriate. RBH agrees to provide up to a maximum of 3 sessions (hours) per incident for employees and their eligible dependents. RBH eAccess provides convenient access to online consultations with licensed counselors.
- B. Critical Incident Debriefings:** Provided on-site within 24 to 72 hours of request. Critical Incident Debriefing protocol does not apply to organizational transitions, re-organizations, downsizing or layoffs.
- C. 24-Hour Telephone Crisis Coverage:** Twenty-four (24) hour, seven (7) days a week, toll-free crisis counseling staffed by licensed professionals.
- D. Employee Orientations:** Annually, at the request of the Employer.
- E. Supervisor Trainings:** Annually, at the request of the Employer. Training addresses strategies for constructive intervention that coincides with the RBH supervisor manual.
- F. Unlimited Consultation with Supervisors:** To identify constructive intervention strategies to refer employees to the EAP to resolve specific job performance problem behavior.
- G. Promotional Materials:** RBH provides pamphlets, posters, wallet cards and newsletters to employees and supervisors.
- H. Training Modules:** Up to two one-hour trainings per year are available upon request. Refer to Exhibit C.
- I. Utilization Data:** RBH will provide confidential program utilization data on a quarterly basis for those groups 100 employees and above. No identifying information will be provided.
- J. Substance Abuse Evaluations:** RBH will provide Substance Abuse evaluations and treatment plan development consistent with the criteria established by the American Society of Addiction Medicine.
- K. DoT Substance Abuse Evaluations:** Up to two DoT evaluations per contract year.

- L. Legal and Financial and Mediation Services:** Convenient access to legal assistance, advice and information on everyday legal issues, including free half hour face-to-face or telephonic consultations, followed by discounted legal representation (25% discount). Excludes employer related issues. Financial consultations are available to assist with any type of financial issue. If the services of a CPA are retained a discount of 25% off the normal fees will be offered. Personal and family mediation services provided with free half hour consultation, followed by a 25% discount on normal fees.
- M. Will Kit:** Provides introductory correspondence and a complimentary will preparation kit which can be completed and signed according to state law.
- N. Identity Theft:** Includes assistance with support in planning the recovery process for restoring your identity and credit after an incident.
- O. Home Ownership Program:** Includes free support and information about making smarter choices when shopping for a new home; making financing and/or refinancing decisions; relocating; or selling a home.
- P. Work/Life Website:** Access to RBH Work-Life Website provides employees and management access to up-to-date information on a variety of topics and includes on-line training modules. Access the website at www.myrbh.com. Your Access Code log-in is: yamhillcounty
- Q. Enhanced Childcare Services:** Childcare professionals provide information and support on parenting, school issues, teenager challenges, adoption, college planning, summer camps, daycare, and much more.
- R. Enhanced Adult and Eldercare Services:** Eldercare specialists assist with finding quality information and services including transportation, meal, exercise programs, activities, in-home care, daytime care, housing, and much more.
- S. Pet Concierge:** Pet packets on topics of pet selection, traveling, first aid, pet-proofing a home, choosing a kennel and veterinarian, along with referral services for groomers, kennels, walkers, sitters and veterinarians.

EXHIBIT B

EMPLOYEE COVERAGE, RATES AND PAYMENTS

1. Number of Employees Covered

Employer agrees to provide RBH with a detailed list of employees and their geographic area of employment at the inception of the Agreement. RBH shall provide services pursuant to this Agreement to all employees in the geographic areas to which both parties agree indicated below or in the attachment if the below spaces is not adequate.

<u>Employee Location</u>	<u>Employee Count</u>
McMinnville, Oregon	408

Total 408

Employer agrees to provide RBH with a current total number of employees eligible for EAP services, and update on a quarterly basis or upon significant changes in the workforce. These counts and locations shall be provided to RBH by mail or facsimile 15 days prior to the end of the billing cycle. The updated number of eligible employees will be indicated on the next billing cycle's invoice.

2. Effective Date/Rates

DATES OF SERVICE	RATE PEPM
First Year: 7/1/14 – 6/30/15	\$1.82
Second Year: 7/1/15 – 6/30/16	\$1.82
Third Year: 7/1/16 – 6/30/17	any increase not to exceed 3% and will be based on utilization

The parties agree that the rate is firm and not subject to any refunds, rebates, or other changes unless agreed to in writing and specified in Exhibit C.

3. Payments

Employer shall pay RBH on a monthly (); quarterly (); or annual () basis in advance of the service period.

EXHIBIT C

SPECIAL PROVISIONS

Additional Services to be provided outside of those noted in Exhibit A and to be billed outside of the contracted PEPM rate.

1. **Training:** On-site training provided in addition to that outlined in Exhibit A, shall be reimbursed at the rate of \$110 per hour. Mileage reimbursed per federal reimbursement rate and customary travel expenses may be billed as well.
2. **DoT Evaluations:** Additional fee at the rate of \$450 per evaluation.
3. **Critical Incident Stress Debriefing (CISD):** May be additional fee at the rate of \$150 per hour, door-to-door.
4. **Organizational Conflict Resolution and Workplace Mediation/Facilitation:** may be on-site or off-site, reimbursed at the rate of \$150 per hour. Mileage reimbursed per federal reimbursement rate and customary travel expenses may be billed as well.
5. **Special Provision for Section 3:** Enrollee counts will be provided annually unless there is a significant change (more than 5%).
6. **Special Provision for Section 3.1:** Fees may be adjusted with 120 days written notice to the Employer.
7. **Special Provision for Section 3.2:** A utilization rate above 13% or below 2% will justify an adjustment in the fee rate.
8. **Special Provision for Exhibit A-A.** Referral of assessed employees into the community treatment system. This includes:
 - a. Placement of troubled employees in appropriate counseling services.
 - b. Assistance to them in finding support for payment of counseling services
 - c. Follow-up with supervisors on employee progress in the case of disciplinary referrals.
 - d. Liaison, as needed, with counseling services as an advocate for the employee, and as a representative of the employer.
 - e. Follow-up with employees during their counseling experience.

RBH Employee Assistance Program

What is the EAP?

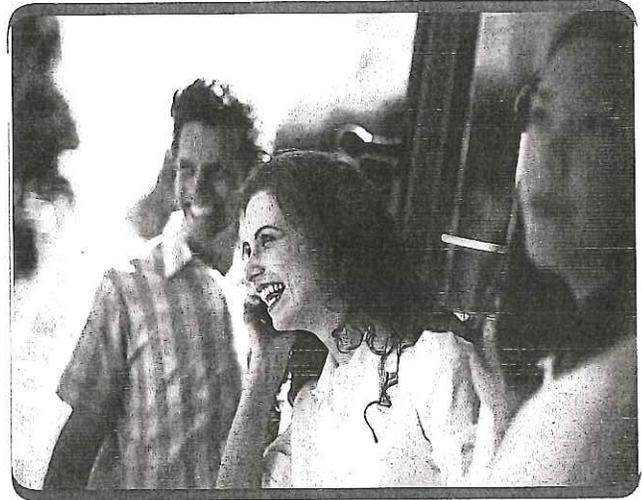
The Employee Assistance Program (EAP) offers counseling, information, and support to help you solve personal and professional problems so you can regain balance in your life, at work and at home.

Who is eligible?

Confidential services cover employees and their dependents, living at or away from home, and all household members, related or not.

How much does it cost?

The EAP is provided for **FREE**. You and your family have access to confidential services at no cost to you.



What does the EAP provide?

Counseling:

Confidential Counseling: up to **3** face-to-face counseling sessions for each new issue, including family, relationships, stress, anxiety, and other common challenges.

24-hour Crisis Help: toll-free immediate access to a counselor for you or a family member experiencing a crisis.

RBH eAccess™: convenient access to online consultations with licensed counselors.

Life Balance Resources:

Legal Services: a free, half-hour consultation, by phone or in person, followed with a 25% discount in legal fees. (Legal services are not provided for any employer related issues.)

Will Preparation: call to receive a will kit by fax, mail, or email, or go to www.MyRBH.com to download a complete legal packet including the will template. Simply complete the template and have it witnessed and notarized as a legal document. Contact your attorney or RBH's legal services regarding complex issues.

Mediation Services: free consultations for personal, family, and non-work related issues such as divorce, neighbor disputes, or real estate. A discount of 25% is available if a professional mediator is retained.

Financial Services: free telephone consultations for financial issues such as debt counseling, budgeting, and college or retirement planning. A discount of 25% is available if a CPA is retained.

Home Ownership Program: free support and information about making smarter choices when shopping for a new home; making financing and/or refinancing decisions; relocating; or selling a home.

Identity Theft Services: support in planning the recovery process for restoring your identity and credit after an incident.

Personal Advantage: a life balance website with current articles on health conditions, tools for parenting, health topic videos, and other interactive tools including access to more than 50 online trainings.

Worksite Services: telephonic supervisor consultations, on-site orientations, topical trainings, critical incident response, and online supervisor resources.

How do I access EAP services?

CALL 1.866.750.1327:

- Schedule a counseling appointment
- Access 24-hour crisis assistance
- Ask questions and get information
- Solve problems and balance your life

GO to MyRBH.com: access counseling and life balance resources, read newsletters, or log in to RBH Personal Advantage, all from the My Benefits page at MyRBH.com.

- Sign in to the My Benefits page using your **Access Code: yamillcounty**
- If this is your first time visiting the site, click the Activate Account button. Enter your access code and choose a private user name and password to use whenever you visit RBH Personal Advantage.