

**RELIANT BEHAVIORAL HEALTH, an IBH Company,
EMPLOYEE ASSISTANCE PROGRAM
SERVICES AGREEMENT**

THIS AGREEMENT (the "Agreement") is made and entered into this 1st day of August, 2020, by and between RELIANT BEHAVIORAL HEALTH, LLC, an IBH Company, 1220 SW Morrison Street, Suite 600, Portland, Oregon 97205 (hereinafter "RBH"), and YAMHILL COUNTY 535 NE 5th Street, McMinnville, OR 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 month or quarter, depending on elected billing cycle, 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, regardless of billing cycle. 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.

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 September, 2020** 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:

Jan Levin
Account Manager
1220 SW Morrison, Ste 600
Portland, OR 97205
503-802-9834
jlevin@reliantbh.com

Andrea Paola
Human Resource Manager
535 NE Main Street
McMinnville, OR
503-434-7308
paolaa@co.yamhill.or.us

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

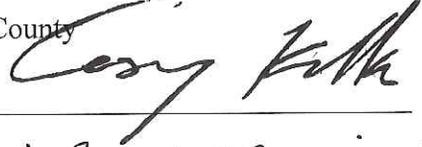
Reliant Behavioral Health, LLC

By 
James Kanary

Title: Chief Commercial Officer

Date: 9/10/2020

Yamhill County

By 

Title: Chair, Board of Commissioners

Date: 9/3/2020

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 THREE sessions (3 hours) per incident for employees and their eligible dependents. RBH eAccess provides convenient access to online consultations with licensed counselors.
- B. Critical Incident Debriefings:** Two per contract year (\$275/hr, door-to-door thereafter) 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 for up to 30 days per 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. Legal Forms:** Online access to create, save, edit, download and print legal forms, including wills, contracts, leases, etc.
- 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. Child, Adult, and Eldercare Services:** Access to trained child, adult, and eldercare specialists who help members find and choose resources for their families, including daycare, in-home care, meals and meal planning, transportation, and other types of support for caregivers.
- Q. 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.

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>
_____	621
_____	_____
_____	_____
Total 621	

Employer agrees to provide RBH with a current total number of employees eligible for EAP services, and update on a monthly or quarterly basis, depending on elected billing cycle, 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: 9/1/20 – 8/31/21	\$1.82
Second Year: 9/1/21 – 8/31/22	\$1.82
Third Year: 9/1/22 – 8/31/23	\$1.88

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 quarterly basis in advance of the service period. Invoices should be submitted for payment electronically to -

Accounts Payable at the email address of
accounts payable @ co.yamb.11.or.us

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 \$200 per hour door-to-door. **Three supervisor trainings and 4 employee orientations are available annually at no cost.**
2. **DoT Evaluations:** Additional fee at the rate of \$500 per evaluation.
3. **Critical Incident Stress Debriefing (CISD):** May be additional fee at the rate of \$275 per hour, door-to-door, beyond the 2 CISD's included per contract year.
4. **Organizational Conflict Resolution and Workplace Mediation/Facilitation:** may be on-site or off-site, reimbursed at the rate of \$275 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 Provisions for Exhibit A-A.** Referral of assessed employees into the community treatment system. This includes:
 - a. Placement of troubled employees in appropriate counseling systems.
 - 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.