

Lucy Flores Mendez

Net 526

From: Terry Malay
Sent: Tuesday, December 20, 2016 9:31 AM
To: Lucy Flores Mendez
Subject: FW: Board Consideration: Champion Team amendment
Attachments: Champion Team Amendment 2.pdf

fyi

Thanks,

Terry Malay
Management Analyst
Yamhill County Health and Human Services
malayt@co.yamhill.or.us
(503) 434-7523, ext. 4814
Direct: (503) 474-6821

From: Silas Halloran-Steiner
Sent: Tuesday, December 20, 2016 9:11 AM
To: Mary Starrett; Ken Huffer; Laura Tschabold
Cc: Christina Malae; Keri Hinton; Terry Malay; Christian Boenisch; Lindsey Manfrin; Emily Piper
Subject: Board Consideration: Champion Team amendment

Hi Mary, Ken and Laura,

Attached is an amendment to our agreement with Champion Team to provide peer-led services effective January 1, 2017 through December 31, 2017. This amendment increases the agreement amount by \$180,715.56 and contains language updates including compliance with Code of Federal Regulations 42 CFR Part 2. The maximum not to exceed amount for this agreement is now \$479,790.60. The additional amount of \$180,715.60 is included in our Health and Human Services 2016-2017 Adopted budget.

Consumer Run Organizations provide a meaningful alternative to professional supports and services for some members of the Yamhill Community Care Organization (Yamhill CCO), and for some individuals it prevents them from accessing higher cost care models outside of our local communities.

I recommend the Board approve this amendment as written. Please let me know if you have any questions.

Keri, please place this amendment as an add-on for today's Board Agenda for approval. Suggested Board Agenda language:

"Approve amendment #2 for \$180,715.60 between Yamhill County Health and Human Services and Champion Team for peer-led and outreach services from January 1, 2017 through December 31, 2017."

Thanks,

Silas Halloran-Steiner
Director, Yamhill County Health and Human Services Department

**SECOND AMENDMENT TO AGREEMENT
FOR PEER LED SERVICES
CHAMPION TEAM**

THIS SECOND AMENDMENT TO AGREEMENT ("Amendment #2") is made effective January 1, 2017 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, PO Box 1634, 1300 NW Adams Street, Suite B, McMinnville, OR 97128.

RECITALS:

A. County and Contractor are parties to that certain agreement dated as of January 29, 2015 (the "Underlying Agreement"), pursuant to which Contractor provides peer support services. The Underlying Agreement was first amended on January 20, 2016.

B. County and Contractor now desire to further amend the Underlying Agreement upon the terms and conditions as more particularly set forth herein below.

C. Capitalized terms not defined herein shall have the meanings attributed to such terms in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein below and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, County and Contractor, intending legally to be bound, hereby agree as follows:

1. Section 1 "Effective Date" of the Underlying Agreement is hereby amended to extend the agreement through December 31, 2017.

2. Section 2 "Contractor's Services" of the Underlying Agreement is hereby amended to include the Scope of Services as detailed in "January-December 2017 Peer Led Project Proposal" which is attached hereto as Exhibit B and which is incorporated herein by this reference.

3. Section 3 "Regulations and Duties" of the Underlying Agreement is hereby amended to include the following: "In addition, Provider agrees that Provider has complied with the tax laws of the state of Oregon or a political subdivision of the state of Oregon, including ORS 305.620 and ORS Chapters 316, 317 and 318."

4. The balance of Section 3 of the Underlying Agreement remains unchanged.

5. Section 4 "Reporting" of the Underlying Agreement is hereby amended to include the following: "Contractor will provide County with a quarterly summary of total enrollment, completion and outcome measures within 30 days after the end of each quarter in order to reconcile fiscal targets."

6. The balance of Section 4 of the Underlying Agreement remains unchanged.

7. Section 5 “County Monitoring” of the Underlying Agreement is deleted in its entirety and replaced with the following:

“Records; County Monitoring.

A. Contractor shall maintain all financial records related to this Agreement in accordance with generally accepted accounting principles or National Association of Insurance Commissioners accounting standards. In addition, Contractor shall maintain any other records, books, documents, papers, plans, records of shipment and payments and writings of Contractor, whether in paper, electronic or other form, that are pertinent to this Agreement, collectively referred to as "Records" in such a manner to clearly document Contractor's performance.

B. Contractor agrees that the following shall be open for inspection by County, YCCO, OHA and Government Agencies 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) information privacy and security records; f) 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.

C. 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 quality and utilization management protocols established in partnership with YCCO and YCCO's Quality Assurance and Performance Improvement Plan. Contractor shall provide documentation regarding training, NPI numbers and background checks for each person providing services under this agreement where applicable upon request.

D. County will provide Contractor with a copy of County's OHA approved written grievance system procedures to ensure compliance.”

8. Section 6 “Payment of the Contract” of the Underlying Agreement is hereby amended to include the following:

“A. **Compensation for Services.** As compensation for performing the Services required by Exhibit A, following receipt and approval of billing documents, Contractor shall receive a monthly payment of \$15,059.63 per month for the period of January 1, 2017 through December 31, 2017. The maximum amount payable under this Agreement for the period of January 1, 2017 through December 31, 2017 is \$180,715.56. The maximum amount payable for performance of Services under this Agreement is now \$479,790.60.”

9. The balance of Section 6 of the Underlying Agreement remains unchanged.

10. Section 25. “Business Associate Clause – HIPAA restrictions” of the Underlying Agreement is hereby deleted in its entirety and replaced with the following: **“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 and subject to the Federal Confidentiality of Alcohol and Drug Abuse Patient Records law and regulations, 42 USC §290dd-2 and 42 CFR Part 2 (collectively, "Part 2") . County and Contractor hereby agree to the respective obligations in the attached Exhibit A, "Business Associate/Qualified Service Organization Agreement" which is incorporated herein by this reference."

11. Section 26 "Medicare/Medicaid Participation" is hereby amended to include the following: "Contractor agrees to screen its personnel and subcontractors at a minimum monthly against the Office of the Inspector General (OIGs) List of Excluded Individual and Entities (LEIE) and the System for Award Management (SAM) list for exclusions."

12. The balance of Section 26 of the Underlying Agreement remains unchanged.

13. Ratification. Except as otherwise expressly modified by the terms of this Amendment #2, the Underlying Agreement shall remain unchanged and continue in full force and effect. All terms, covenants and conditions of the Underlying Agreement not expressly modified herein are hereby confirmed and ratified and remain in full force and effect, and, as further amended hereby, constitute valid and binding obligations of Contractor enforceable according to the terms thereof.

14. Authority. County and Contractor and each of the persons executing this Amendment #2 on behalf of County and Contractor hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #2 and has taken all action required to authorize such party (and each person executing this Amendment #2 on behalf of such party) to enter into this Amendment #2, and (ii) the person signing on behalf of such party is authorized to do so on behalf of such entity.

15. Binding Effect. All of the covenants contained in this Amendment #2 shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives and permitted successors and assigns.

16. Counterparts. This Amendment #2 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #2.

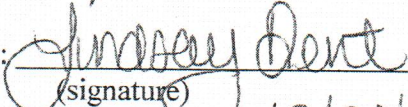
17. Recitals. The foregoing recitals are intended to be a material part of this Amendment #2 and are incorporated herein by this reference.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed on the date indicated by their duly authorized officials, this Amendment #2 in duplicate, each of which shall be deemed an original on the date executed by all parties.

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

CHAMPION TEAM

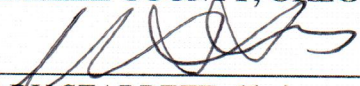
By: 
(signature)
Date: 12/20/2016


Lindsay Dent
(printed name)

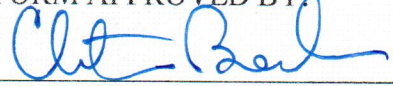
Executive Director
(title)

Tax ID No.: 93-1327424

YAMHILL COUNTY, OREGON


MARY STARRETT, Chair
Board of Commissioners
Date: 12-21-16


SILAS HALLORAN-STEINER, Director
Department of Health & Human Services
Date: 12/21/16

FORM APPROVED BY:

CHRISTIAN BOENISCH
County Counsel
Date: 12/21/16

Accepted by Yamhill County
Board of Commissioners on
12-20-16 by Board Order
16-524

EXHIBIT A
BUSINESS ASSOCIATE/QUALIFIED SERVICE ORGANIZATION 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. County operates a drug and alcohol treatment program subject to the Federal Confidentiality of Alcohol and Drug Abuse Patient Records law and regulations, 42 USC §290dd-2 and 42 CFR Part 2 (collectively, “Part 2”); if CONTRACTOR is a Qualified Service Organization (QSO) under Part 2 it also must agree to certain mandatory provisions regarding the use and disclosure of substance abuse treatment information with respect to the performance of its obligations under the Agreement; and
- C. 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
- D. Both COUNTY and CONTRACTOR are committed to compliance with the standards set forth in Part 2, 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 Part 2, 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, Part 2, 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), and as permitted by Part 2, the Privacy Rule, the Security Rule or as required by Law. Notwithstanding any other language in this Agreement, CONTRACTOR acknowledges and agrees that any patient information it receives from COUNTY that is protected by Part 2 regulations is subject to protections that prohibit CONTRACTOR

from disclosing such information to agents or subcontractors without the specific written consent of the subject individual.

(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, and if necessary will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by the Part 2 regulations.

(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 Part 2, 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 Part 2, 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, Services, Payment and/or Health Care Operations under Part 2, 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 Part 2 or 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 Part 2, 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 Part 2, 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 Part 2, 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 Part 2, 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 supersede 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 Part 2, the Privacy Rule or the Security Rule, the more stringent rule shall apply.

(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: Lindsay Dent J Dent
Title: Executive Director
Date: 12/20/2016

COUNTY:

By: [Signature]
Title: HHS DIRECTOR
Date: 12/21/16

Accepted by Yamhill County
Board of Commissioners on
12.20.16 by Board Order
16-524



Exhibit B

January-December 2017 Peer Led Project Proposal

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 1300 NW Adams St Suite B 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. Around 40% of board members are local professionals and/or community members at large. 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. In 2016, Champion Team has provided support to more than 260 individuals that participated in one or more programs or services. 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. Champion Team is meeting the required target unique individuals served at our center.
- e. 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, Yamhill County Courts 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.
 1. In 2017 Champion Team is contracting with Yamhill Community Care to provide transportation for individuals that need to access non-billable wellness services at 1) Champion Team 2) Project ABLE and 3) Provoking Hope. The Peer Pickup Program will work in Adjacent to Yamhill Community Care's WellRide Program.
 2. Champion Team is involved in a collaborative project with Yamhill County, Project ABLE, Provoking Hope and Oregon Health Authority. This project



was developed to establish best practices around Substance Use Disorders and create training modules while working cohesively with project partners.

2. Proposed Projects

1. Dual Diagnosis Anonymous of Oregon

a. Champion Team will partner with DDA to employ an Outreach Specialist for Yamhill County, which will absorb .25FTE at \$14 per hour. 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.

2. Drop-In Center Operations

a. The drop-In Center located at 1300 NW Adams St in McMinnville provides Champion Team with large meeting facilities, a reception and waiting room, kitchen, art and supply room, day room, relaxation room, two restrooms, 4 offices and a large basement/recreation room. The request to support our facilities is a monthly amount of \$1965 for rent and \$200 for utilities.

a. In order to continue operating at our 7 day a week schedule, we need to have at minimum two peer supports on staff at all times to accommodate growth, mental health crisis' and other unexpected events. In 2017 Champion Team will employ 1.25FTE for Peer Support staff as well as an Executive Director, administrator, bookkeeper and a JOBS Plus office position.

b. Champion Team has undergone several changes in 2016 including moving into a new facility, increasing staffing and hiring a part time bookkeeper. Because of our increased expenses Champion Team will reduce various expenses in 2017 including: Training and development, Volunteer Appreciation, Building Repairs, Member Activities and Outings. The difference in many of these expenses will be obtained through other funding sources.

c. Champion Team will continue to grow and develop in 2017. The following list is comprised of annual goals and projections developed by the Board of Directors and Executive Director:

1. Coordinate with project partners for the Substance Use Disorder (SUDs) Project through Oregon Health Authority (OHA). And use completed materials for capacity building



2. Contract with Nurturing Parenting to provide classes and programs to people in Yamhill County whose children have mental health challenges (the only of its kind).
 3. Implement the Peer Pickup Program in Partnership with the YCCO and other peer agencies
 4. Increase large fundraising events from 2 to 4 and increase individual contributions by networking, engagement and collaborative planning.
 5. Increase overall members served by at least 15% through transportation access and increased workshops/activities from community partnerships
 6. Continue to apply for funding for various projects, as available
 7. Continue operating 7 days a week and providing a variety of services at no cost to low-income members. Also continue to plan and host community wide events such as Peers in the Park and Peer Thanksgiving.
- 3. Program Budget**
(See Appendix A)

Peer Led Projects 2017

Appendix A

	2017	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR
Personnel														
Executive Director		\$3,120.00	\$3,120.00	\$3,120.00	\$3,120.00	\$3,120.00	\$3,120.00	\$3,120.00	\$3,120.00	\$3,120.00	\$3,120.00	\$3,120.00	\$3,120.00	\$37,440.00
Administration		\$1,950.00	\$1,950.00	\$1,950.00	\$1,950.00	\$1,950.00	\$1,950.00	\$1,950.00	\$1,950.00	\$1,950.00	\$1,950.00	\$1,950.00	\$1,950.00	\$23,400.00
Peer Support Staff		\$3,033.00	\$3,033.00	\$3,033.00	\$3,033.00	\$3,033.00	\$3,033.00	\$3,033.00	\$3,033.00	\$3,033.00	\$3,033.00	\$3,033.00	\$3,033.00	\$36,396.00
Bookkeeping		\$910.00	\$910.00	\$910.00	\$910.00	\$910.00	\$910.00	\$910.00	\$910.00	\$910.00	\$910.00	\$910.00	\$910.00	\$10,920.00
Taxes & Fees		\$1,982.83	\$1,982.83	\$1,982.83	\$1,982.83	\$1,982.83	\$1,982.83	\$1,982.83	\$1,982.83	\$1,982.83	\$1,982.83	\$1,982.83	\$1,982.83	\$23,794.00
Operations														\$0.00
Rent		\$1,965.00	\$1,965.00	\$1,965.00	\$1,965.00	\$1,965.00	\$1,965.00	\$1,965.00	\$1,965.00	\$1,965.00	\$1,965.00	\$1,965.00	\$1,965.00	\$23,580.00
Insurance		\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$5,400.00
Utilities		\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$2,400.00
Business Fees		\$595.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$595.50
Office Supplies & Equipment		\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$1,800.00
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	\$1,200.00
Volunteer Appreciation		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bldg Maintenance & Janitorial		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Project: DDA														\$0.00
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	\$7,713.00
Supplies		\$94.00	\$188.00	\$187.00	\$188.00	\$187.00	\$188.00	\$187.00	\$188.00	\$187.00	\$188.00	\$187.00	\$188.00	\$2,157.00
Travel		\$84.00	\$83.00	\$83.00	\$84.00	\$83.00	\$84.00	\$83.00	\$84.00	\$83.00	\$84.00	\$83.00	\$83.00	\$1,000.00
Admin Fee (12%)		\$23.00	\$100.00	\$99.00	\$100.00	\$99.00	\$100.00	\$99.00	\$100.00	\$99.00	\$100.00	\$99.00	\$100.00	\$1,120.00
Project: Drop-In/Extension														\$0.00
Member Activities		\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$1,800.00
Transportation/Outings		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total		\$15,117.33	\$15,054.83	\$15,052.83	\$15,055.83	\$15,052.83	\$15,054.83	\$15,053.83	\$15,054.83	\$15,053.83	\$15,055.83	\$15,053.83	\$15,054.83	\$180,715.50

Lucy Flores Mendez

From: Terry Malay
Sent: Tuesday, December 20, 2016 9:31 AM
To: Lucy Flores Mendez
Subject: FW: Board Consideration: Champion Team amendment
Attachments: Champion Team Amendment 2.pdf

fyi

Thanks,

Terry Malay
Management Analyst
Yamhill County Health and Human Services
malayt@co.yamhill.or.us
(503) 434-7523, ext. 4814
Direct: (503) 474-6821

From: Silas Halloran-Steiner
Sent: Tuesday, December 20, 2016 9:11 AM
To: Mary Starrett; Ken Huffer; Laura Tschabold
Cc: Christina Malae; Keri Hinton; Terry Malay; Christian Boenisch; Lindsey Manfrin; Emily Piper
Subject: Board Consideration: Champion Team amendment

Hi Mary, Ken and Laura,

Attached is an amendment to our agreement with Champion Team to provide peer-led services effective January 1, 2017 through December 31, 2017. This amendment increases the agreement amount by \$180,715.56 and contains language updates including compliance with Code of Federal Regulations 42 CFR Part 2. The maximum not to exceed amount for this agreement is now \$479,790.60. The additional amount of \$180,715.60 is included in our Health and Human Services 2016-2017 Adopted budget.

Consumer Run Organizations provide a meaningful alternative to professional supports and services for some members of the Yamhill Community Care Organization (Yamhill CCO), and for some individuals it prevents them from accessing higher cost care models outside of our local communities.

I recommend the Board approve this amendment as written. Please let me know if you have any questions.

Keri, please place this amendment as an add-on for today's Board Agenda for approval. Suggested Board Agenda language:

"Approve amendment #2 for \$180,715.60 between Yamhill County Health and Human Services and Champion Team for peer-led and outreach services from January 1, 2017 through December 31, 2017."

Thanks,

Silas Halloran-Steiner
Director, Yamhill County Health and Human Services Department

Phone: (503) 434-7523
Cell: (503) 435-7572
Fax: (503) 434-9846
627 NE Evans
McMinnville, OR 97128

Our Vision: People in Yamhill County live, work, learn, and play in safe communities that support wellness and dignity.

Our Mission: To promote the public's physical, emotional and social well-being through services, prevention, education, and partnerships.

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