

AMENDMENT No. 4 TO YAMHILL COUNTY FOR OHA/PDS Project Contract No. 16-519

THIS AMENDMENT is made and entered into this 28th day of March 2024, by and between the YAMHILL COUNTY, a political subdivision of the State of Oregon, acting by and through its Health and Human Services Department (“County”), and Project ABLE, an Oregon nonprofit corporation, 1599 State Street NE, Salem, OR 97301 (“Contractor”).

The parties having executed a grant agreement on December 29, 2016, Pursuant to Board Order No. 16-519, now hereby agree to amend said contract as follows:

1. The section entitled “Term and Renewal” is amended to read as follows (additions are underlined and deletions are in strike-out):

The term of this Agreement is from September 15, 2016, through June 30, ~~2017~~ 2025. It is understood by both parties that no commitments have been or are made by either part beyond the termination of this Agreement.

2. The section entitled “Contractor’s Services; Compliance with OHA Grant Agreement ~~#152027, 159255, 172084~~ 181498 and Renewal” is amended to read as follows (additions are underlined and deletions are in strike-out):

Contractor agrees to perform the services (the “Services”) of County included in the OHA grant agreement ~~#172084~~ 181498 Exhibit A Part 1 “Program Description” and Contractor will comply and adhere to any and all of the applicable obligations and terms and conditions of the OHA agreement ~~#172084~~ 181498 (the “Grant Agreement”) which is attached hereto as Exhibit A and which is incorporated herein by this reference; provided, however, this Agreement shall not terminate or limit County’s legal responsibilities to OHA for the timely and effective performance of County’s duties and obligations under the Grant Agreement.

3. The section entitled “Payment” is amended to read as follows (additions are underlined and deletions are in strike-out):

Compensation for Services. As compensation for performing the Services, following receipt and approval of monthly invoices and continuing compliance with reporting requirements of this agreement, Contractor shall receive a payment of \$15,150.00 per month effective July 1, ~~2021~~ 2023, through May 30, ~~2023~~ 2025, and one payment of \$15,153.00 effective June 1, ~~2023~~ 2025, through June 30, ~~2023~~ 2025. Contractor must prepare and submit written monthly invoices to County. The maximum amount payable for the period of July 1, ~~2024~~ 2023, through June 30, ~~2023~~ 2025, is \$363,603.00. The maximum amount payable for performance of Services under this Agreement is ~~\$1,454,412~~ 1,818,015.00.

4. The section entitled “Insurance” is amended to read as follows (additions are underlined and deletions are in strike-out):

Contractor will maintain insurance as set forth in OHA grant agreement #172084 181498 Exhibit C which is attached hereto as Exhibit B and which is incorporated herein by this reference.

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. The Contractor certifies that the representations, warranties, and certifications contained in the original contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Amendment No. 4 on the date indicated by their duly authorized officials.

PROJECT ABLE



Signature

Clay Peterson

Name (printed)

Executive Director

Title

2/20/2024

Date

YAMHILL COUNTY

DocuSigned by:



LINDSAY BERSCHAUER,
Chair Board of Commissioners

3/28/2024

Date

DocuSigned by:



LINDSEY MANFRIN, Director
Department of Health and Humans Services

3/29/2024

Date

APPROVED AS TO FORM

DocuSigned by:



CHRISTIAN BOENISCH
County Counsel

Approved by the BOC on: 3/28/24

via Board Order No.: 24-92

EXHIBIT A
Part 1
Program Description

1. Background and Purpose

Peer-Delivered Services (PDS) are a vital part of health care transformation and benefit Oregonians with a Substance Use Disorder (SUD), their families and communities. Peer-Delivered Services and peer-run organizations (PRO) that are Recovery Centers (as defined below) are essential to link those living with behavioral health conditions to behavioral health services. PDS are an instrumental tool in reforming the health care system to support recovery and wellness within a recovery-oriented system of care (ROSC).

Recipient will develop the capacity to provide enhanced PDS and technical assistance and training for PDS in SUD Recovery. The technical assistance will be provided to regional partners, including behavioral health service programs, health professionals, Community Mental Health Programs (CMHP) or Local Mental Health Authority (LPHA), Coordinated Care Organizations (CCO), interested consumers, family members, youth (under 17 years) and young adults (18 to 25), and those in recovery from mental health disorders, substance use disorders, and problem gambling within their respective service area.

OHA believes the SUD PDS Facilitating Centers (as defined below) will help promote best practices. PDS are available for the diverse members of the recovering communities. The Facilitating Centers will identify and develop specialized best practices and deliver specialized training and technical assistance for underserved and overrepresented populations.

Research has demonstrated that PDS improve outcomes. Examples of improved outcomes are as follows:

- When peers are part of hospital-based or residential care, the results include shortened lengths of stay, decreased frequency of admissions, and lower overall future treatment costs,
- When PDS are integrated into behavioral health care treatment teams, patients show favorable results in both health outcomes and cost savings,
- For people diagnosed with both mental illness and substance use disorders, peer-led interventions have shown to significantly reduce substance use, symptoms of emotional distress or disorders, and crisis events,
- PDS programs have shown to increase patients' participation in their treatment, resulting in better healing outcomes and greater levels of empowerment and,
- PDS emphasize developing and living a healthy, recovery-oriented lifestyle. This focus on wellness helps people remain in recovery and in the communities of their choice.

The goal of this Agreement is to enable Recipient to develop Facilitating Centers that will serve as “mentor sites” which will provide ongoing technical assistance and training for programs providing PDS, PRO and Recovery Centers. Facilitating Centers will provide structure and support for developing and sustaining programs providing PDS in substance use disorder recovery, PROs, and Recovery Centers. People in recovery will be involved in every aspect of program design and implementation, creating opportunity for peer delivered services regionally and statewide, and allowing for greater access to services.

Quality PDS statewide are essential for people with substance use disorders.

In performing Program activities below, Recipient must implement industry-recognized standards of best practices.

2. Definitions

- **Access To Recovery (ATRs)** is a recovery support services program that puts an emphasis on personal choice for substance abuse treatment which enables people who need substance abuse services to use a recovery-oriented system of care. ATR services include clinical, community-based, and faith-based services.

(See http://www.oregon.gov/oha/amh/ATR/Documents/ATR_Fact_Sheet.pdf.)

- **Facilitating Centers** or **SUD PDS Facilitating Centers** serve as “mentor sites” providing ongoing technical assistance and training, for the Recovery Centers. Facilitating Centers provide structure and support for developing and sustaining Recovery Centers.
- **Peer** means any individual who has similar life experience, either as a current or former recipient of addictions or mental health services, or as a family member of an individual who is a current recipient, or a former recipient, of addictions or mental health services.
- **Peer-Delivered Services** or **PDS** means a continuum of programs and supports provided by individuals who identify themselves as having behavioral health challenges, and are receiving, or have received, behavioral health care. Peer services can include programs that are Peer-operated (planned, delivered, and administered by people with lived experience), Peer partnerships (shared governance between Peer and non-Peer organizations or staff), and Peer employees – the unique discipline of providing Peer services as a member of the target population.
- **Peer-Run Organization** or **PRO** means organizations that are:
 - Independent - Owned, administratively controlled, and managed by Peers;
 - Autonomous - All decisions are made by the program;
 - Accountable - Responsibility for decisions rests with the program; and
 - Peer – controlled - Governance board is at least 51% Peers.

- **Peer Support Specialist** means a person providing peer delivered services to an individual or family member, with similar life experience. A Peer Support Specialist must be:
 - (a) A self-identified person currently, or formerly, receiving mental health services;
 - (b) A self-identified person in recovery from an addiction disorder, who meets the abstinence requirements for recovering staff in alcohol and other drug treatment programs;
 - (c) A self-identified person in recovery from problem gambling; or
 - (d) A family member of an individual who is a current or former recipient of addictions or mental health services.
- **Recovery** from alcohol and drug problems is a process of change through which an individual achieves abstinence and improved health, wellness, and quality of life.
- **Recovery Centers** are comprised of, and led, by people in Recovery from Substance Use Disorders, as defined in OAR 309-019-0105(112). The Recovery Centers maintain a structured daily schedule of activities where PDS may be delivered and serve as Recovery resources for the local community.
- **Recovery Oriented System of Care (ROSC)** means person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families, and communities to take responsibility for their sustained health, wellness, and recovery from alcohol and drug problems.
- **Substance Use Disorders (SUD)** means the recurrent use of alcohol or drugs or both causing clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. According to the Diagnostic and Statistical Manual of Mental Disorders, 5th Edition (DSM-5), a diagnosis of substance use disorder is based on evidence of impaired control, social impairment, risky use, and pharmacological criteria.

3. Program Activities

The allowable Program activities, for which funding to Recipient under this Agreement may be used, are described below. Recipient will establish a Facilitating Center that will provide enhanced Peer Delivered Services (PDS) and technical assistance on PDS to PDS providers and others that support recovery from Substance Use Disorders (SUD) in Yamhill, Marion, and Polk Counties.

3.1 Training Program Development

- a. Recipient will operate a Facilitating Center site.
- b. Recipient will conduct on-going needs assessments for each of the four identified specialized populations, i.e., people using medically assisted

treatment, people who have been incarcerated, people without homes and seniors.

- c. Recipient will ensure that each identified specialized population team will work concurrently, and Recipient will conduct at least monthly meetings of all four-population teams to discuss obstacles, opportunities, and information for inclusion in the training and technical assistance materials.
- d. Recipient will update and expand curriculum for each population, addressing the unique strength and needs of the population served. The various curricula will include self-study technology (web-streaming, video conferencing, etc.) and self-study processes (interactive study guides, on-line coaching, etc.).
- e. Recipient will administer assessment and evaluation instruments to evaluate the trainings and the effects of training on services provided.

3.2 Training Program Delivery

- a. Recipient will recruit and select cohorts of individuals to participate in the specialized Peer Support Specialists training programs.
- b. Recipient will deliver the specialized Peer Support Specialists training programs to the appropriate participants. Trainers, speakers, panelists, and videos must be comprised by a majority of people with shared lived experience and include those from the agency partners serving the identified populations.
- c. Recipient will, using the instruments created by the Facilitating Center, collect data and evaluate the impact of the specialized training programs for each identified population.

3.3 Refine Trainings and Technical Support

Recipient will, based upon evaluation and feedback on the training programs, make refinements to each of the training programs including, but not limited to, development of follow-up technical support and mentoring services. This will include adding an oral health component.

3.4 Develop and Deliver Training and Technical Support Tools

- a. Based on the refinements to the specialized Peer Support Specialist training programs, Recipient will update a training manual. This should include but is not limited to: a) outreach protocols and support materials; b) written curricula and materials; c) self-study and webinar programs; and d) remote learning participation technology.
- b. Using all materials created to meet the requirements of this Agreement, Recipient will continue to recruit cohorts for each of the specialized trainings and will deliver the trainings. Recipient will evaluate the trainings and results.

At least one cohort will use remote learning technologies.

3.5 One-day Learning Collaborative Sessions

Recipient’s staff shall attend up to six one-day learning collaborative sessions in person with OHA, other grant recipients, and stakeholders.

3.6 Approved Subcontractors

Per Section 15 of Exhibit B, Recipient shall submit names and information regarding any planned subcontractors to perform Program activities. OHA will review requests and Recipient must receive written approval from OHA before using subcontractors to perform Program activities.

4. Reporting Requirements

- a. Recipient’s designated staff shall communicate with OHA by phone or in-person meeting on an agreed upon schedule to provide updates, share successes, and address barriers that may emerge regarding completion of grant agreement activities.
- b. Quarterly written progress reports: Using forms provided by OHA, Recipient shall prepare and submit written quarterly narrative progress reports electronically to the OHA Agreement Administrator via email to hsd.contracts@odhsoha.oregon.gov in a format approved by OHA by the following dates:

Quarter	Due
July – September	November 14 th
October – December	February 14 th
January – March	May 15 th
April – June	June 30

The quarterly written progress reports shall outline Recipient’s project successes, project outcomes, barriers encountered, actions to address these barriers, and lessons learned.

- c. Invoices: Using forms provided by OHA, Recipient shall prepare and submit monthly invoices to the OHA Agreement Administrator. See payment provisions in the following Exhibit A, Part 2.

EXHIBIT C

Subcontractor Insurance Requirements

Local Government shall require its first-tier Contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to:

- i) obtain the insurance specified under TYPES AND AMOUNTS and meet the requirements under ADDITIONAL INSURED, CONTINUOUS CLAIMS MADE COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Contractor(s) perform under contracts between Local Government and the Contractors (the "Subcontracts"), and
- ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency.

Local Government shall not authorize Contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Local Government shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Local Government shall incorporate appropriate provisions in the Subcontracts permitting it to enforce Contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force, terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event, shall Local Government permit a Contractor to work under a Subcontract when the Local Government is aware that the Contractor is not in compliance with the insurance requirements. As used in this section, a "first-tier" Contractor is a Contractor with which the Local Government directly enters into a contract. It does not include a subcontractor with which the Contractor enters into a contract.

If Contractor maintains broader coverage and/or higher limits than the minimums shown in this insurance requirement exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

INSURANCE TYPES AND AMOUNTS

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain Employers' Liability Insurance coverage with limits not less than \$500,000 each accident.

If Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide Workers' compensation Insurance coverage for its employees as required by applicable workers' compensation laws including Employers' Liability Insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Contractor shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY:

Contractor shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Contract, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence and not less than \$2,000,000 annual aggregate limit.

PROFESSIONAL LIABILITY:

Required Not required

Contractor shall provide Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under the Contract/Subcontract by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim and not less than \$2,000,000 annual aggregate limit.

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability Insurance coverage, or the Contractor and subcontractors shall provide continuous claims made coverage as stated below.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and Excess/Umbrella insurance may be used to meet the required limits of insurance. When used, all of the primary and Excess or Umbrella policies must provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Excess or Umbrella policies must be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or Excess, and which also apply to a loss covered hereunder, are to be called upon to contribute to a loss until the Contractor's primary and Excess liability policies are exhausted.

If Excess/Umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella insurance.

ADDITIONAL COVERAGE REQUIREMENTS:

Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention (SIR), and self-insurance, if any.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, Pollution Liability and Network Security and Privacy Liability (if applicable), required under the Subcontract must include an Additional Insured Endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's services to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, the State of Oregon requires Additional Insured status with respect to liability rising out of ongoing operations and completed operations. The Additional Insured Endorsement with respect to liability arising out of Contractor's ongoing operations must be on or at least as broad as ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.

WAIVER OF SUBROGATION:

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Contractor must obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency or State of Oregon has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Contractor shall maintain Continuous Claims Made coverage, provided the effective date of the Continuous Claims Made coverage is on or before the effective date of the Contract, for a minimum of 24 months following the later of:

- (i) Contractor's completion and Agency/Local Government's acceptance of all Services required under the Contract, or
- (ii) Agency or Contractor's termination of this Contract, or
- (iii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Local Government shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before Contractor delivers any goods and performs any Services required under this Contract. The Certificate(s) must list the State of Oregon, its officers, employees, and agents as a certificate holder and as an endorsed Additional Insured. The Certificate(s) of Insurance must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella Insurance. As proof of insurance, Agency/Local Government has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

The Contractor or its insurer must provide at least 30 days' written notice to Local Government before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by Agency/Local Government under this agreement and to provide updated requirements as mutually agreed upon by Contractor and Agency/Local Government.

STATE ACCEPTANCE:

All insurance providers are subject to Agency/Local Government acceptance. If requested by Agency/Local Government, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency/Local Government's representatives responsible for verification of the insurance coverages required under this Exhibit.