

**FIRST AMENDMENT TO AGREEMENT
FOR OHA/PDS PROJECT
PROJECT ABLE**

THIS FIRST AMENDMENT TO AGREEMENT (“Amendment #1”) is made effective July 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 Project ABLE (“Contractor”), an Oregon nonprofit corporation, 1599 State Street NE, Salem, OR 97301.

RECITALS:

A. County and Contractor are parties to that certain agreement dated as of December 29, 2016 (the “Underlying Agreement”), pursuant to which Contractor performs the Services of County included in the OHA grant agreement #152027.

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 of the Underlying Agreement is hereby amended to extend the term through June 30, 2019.

2. Section 2 of the Underlying Agreement is hereby amended to include the following: “Contractor agrees to perform the services (the “Services”) of County included in Amendment number 01 to the OHA grant agreement #152027 Exhibit A Part 1 “Program Description” which is attached hereto as Exhibit A and which is incorporated herein by this reference.”

3. The balance of Section 2 of the Underlying Agreement remains unchanged.

4. Section 6 of the Underlying Agreement is hereby amended as follows: “Contractor shall receive a payment of \$15,150.00 per month effective July 1, 2017 through May 30, 2019 and a payment of \$15,153.00 effective June 1, 2019 through June 30, 2019. Contractor must prepare and submit written monthly invoices to County. The maximum amount payable for performance of Services under this Agreement is \$727,206.”

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

6. The balance of the Underlying Agreement remains unchanged.

7. Ratification. Except as otherwise expressly modified by the terms of this Amendment #1, 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.

8. Authority. County and Contractor and each of the persons executing this Amendment #1 on behalf of County and Contractor hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #1 and has taken all action required to authorize such party (and each person executing this Amendment #1 on behalf of such party) to enter into this Amendment #1, and (ii) the person signing on behalf of such party is authorized to do so on behalf of such entity.

9. Binding Effect. All of the covenants contained in this Amendment #1 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.

10. Counterparts. This Amendment #1 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #1.

11. Recitals. The foregoing recitals are intended to be a material part of this Amendment #1 and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed on the date indicated by their duly authorized officials, this Amendment #1 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.

PROJECT ABLE

By: _____
(signature)
Date: _____

(printed name)

(title)

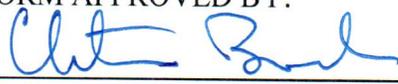
YAMHILL COUNTY, OREGON



STAN PRIMOZICH, Chair
Board of Commissioners
Date: 8-17-17



SILAS HALLORAN-STEINER, Director
Department of Health & Human Services
Date: 8/16/17

FORM APPROVED BY:


CHRISTIAN BOENISCH
County Counsel
Date: 8/17/17

Accepted by Yamhill County
Board of Commissioners on
8-17-17 by Board Order
17-321

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.

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

PROJECT ABLE

By: _____

(signature)

Date: 9/29/17

Barbara McDowell

(printed name)

Executive Director

(title)

YAMHILL COUNTY, OREGON

STAN PRIMOZICH, Chair
Board of Commissioners

Date: 8-17-17

SILAS HALLORAN-STEINER, Director
Department of Health & Human Services

Date: 8/16/17

FORM APPROVED BY:

CHRISTIAN BOENISCH
County Counsel

Date: 8/17/17

Accepted by Yamhill County
Board of Commissioners on

8-17-17 by Board Order

17-321

**ATTACHMENT 1
EXHIBIT A**

**Part 1
Program Description**

3. Program Activities

The allowable Program activities, for which funding to Recipient under this Agreement may be used, are described below. Recipient will establish 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 secure a Facilitating Center site, ~~by November 30, 2016.~~
- b. Recipient will conduct ongoing a needs assessment for each of the identified specialized populations; people using medically assisted treatment, people who have been incarcerated, people without homes and seniors.
- d. Recipient will update and expand develop 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 (~~webinars~~, interactive study guides, on-line coaching, etc.).
- e. Recipient will administer develop assessment, and evaluation instruments to evaluate the trainings and the effects of training on services provided.

~~(Completion of above activities due: on an ongoing basis from September 2016 through November 30, 2016.~~

3.2 Training Program Delivery

- a. Recipient will recruit and select ~~the first cohorts~~ of individuals to participate in the specialized peer support specialists training programs.
- c. Recipient will, using the instruments created by the Facilitating Center per Section 3.1 Training Program Development, collect data and evaluate the impact of the specialized training programs for each identified population.

~~(Completion of above activities due: on an ongoing basis from December 1, 2016 through February 28, 2017).~~

3.3 Refine Trainings and Technical Support

- a. 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** ~~complete~~ 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 ~~a second~~ cohorts for each of the specialized trainings **and will deliver the** ~~will be to receive~~ trainings. **Recipient will** ~~and~~ evaluate the trainings and results.
At least one cohort will use remote learning technologies.

~~(Completion of above activities due: on an ongoing basis from June 1, 2016 through June 30, 2017).~~

3.5 One-day Learning Collaborative Sessions

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

~~(Completion of above activity due: as scheduled by OHA).~~