

**SECOND AMENDMENT TO AGREEMENT
Yamhill Valley Treatment dba Provoking Hope**

THIS SECOND AMENDMENT TO AGREEMENT (this "**Amendment #2**") is entered into by and between **Yamhill County**, a political subdivision of the State of Oregon, acting by and through its Department of Health and Human Services Department ("County") and **Yamhill Valley Treatment**, an Oregon non-profit corporation doing business as Provoking Hope, 611 NE Davis St., McMinnville, OR 97128 ("YVT").

RECITALS:

A. County and YVT are parties to that certain agreement dated as of January 13, 2013 (the "Underlying Agreement"), pursuant to which YVT provides recovery support services. The Underlying Agreement was first amended effective September 26, 2013.

B. County and YVT 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 YVT, intending legally to be bound, hereby agree as follows:

1. Section 1, of the Underlying Agreement is hereby amended to include the attached Scope of Work covering additional recovery support services to County's program clients, including payment terms and reporting requirements, attached hereto as Exhibit A and incorporated herein by this reference.

2. The balance of Section 1 remains unchanged.

3. Section 6, of the Underlying Agreement is hereby amended to include the Subcontractor Insurance Requirements attached hereto as Exhibit B and incorporated herein by this reference.

4. The balance of Section 6 remains unchanged.

5. 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 constitute valid and binding obligations of County and YVT enforceable according to the terms thereof.

6. Authority. County and YVT and each of the persons executing this Amendment #2 on behalf of County and YVT 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.

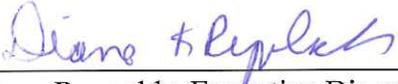
7. Binding Effect. All of the covenants contained in this Amendment #2 shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives and permitted successors and assigns.

8. 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.

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

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Amendment #2 on the date indicated by their duly authorized officials.

**YAMHILL VALLEY TREATMENT
dba PROVOKING HOPE**



Diane Reynolds, Executive Director

Date: 3/27/14

Fed. Tax ID#: 45-3155924

**YAMHILL COUNTY
BOARD OF COMMISSIONERS**



MARY P. STERN, Chair

Date: 4/3/14



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

Date: 3/31/14

APPROVED AS TO FORM

By: 

CHRISTIAN BOENISCH
County Counsel

Date: 3/31/14

Accepted by Yamhill County
Board of Commissioners on
4/3/14 by Board Order
14-183

Exhibit A

*Yamhill County Health and Human Services
Adult Mental Health and Chemical Dependency Program*

Recovery Support Services
Yamhill County Transitional Treatment Program

Statement of Work

The recovery support services provided through the Yamhill Transitional Treatment Program under this Contract with Provoking Hope Recovery Services (Contractor) are focused primarily on recovery support services to families who reside in Yamhill County and whose children have been removed, or are at significant risk of removal, for reasons of abuse or neglect, or children who are currently in substitute care returning home to their family or caregivers.

Services will be targeted towards families with an open Child Welfare assessment, open Child Welfare case, open Differential Response case who are enrolled in Chemical Dependency Treatment through YCHHS. Additional recovery support services may be provided to clients enrolled in Chemical Dependency treatment through YCHHS as prioritized by the HHS Director or designee.

1. Contractor shall provide recovery support services in partnership with Yamhill County's Health and Human Services (YCHHS) Chemical Dependency outpatient staff including engagement, entry into care and recovery support services as encounter data in the County's Electronic Medical Record (EMR). The goal of this service is to assist client families to become self-sufficient and provide a safe environment for their family by removing barriers in life that are present due to substance abuse and other psychosocial problems.
2. The Contractor shall have access to County's electronic medical records on identified clients in common and shall be required to add service contacts and progress notes to assist joint efforts to maintain a comprehensive clinical record in the County's EMR. Contractor will ensure that no encounter data services are provided to an OHP member until they have reviewed the Individualized Support Plan (ISP) and verified that services about to be performed are included in the current ISP. Contractor will be responsible to ensure that all of the Contractor's employees covered under this amendment are fully trained in Health Insurance Portability and Accountability Act (HIPAA), County's fraud and abuse policy as required by Centers for Medicare & Medicaid Services (CMS), complaints and abuse reporting rules and the Business Associate Agreement between County and Contractor in an effort to ensure that County's records are used solely for the purposes intended under this contract.
3. The Contractor shall provide recovery services at the County's transition treatment homes to include coaching and skill building and may include community meeting participation; transportation, support and motivational encouragement of client activation and involvement in their health care in relation to primary care services.
4. The Contractor shall provide recovery support services seven days a week and have one certified recovery mentor (CRM) available on call 24/7 to assist in providing support to individuals in the stabilization home in partnership with YCHHS. This includes providing CRMs to staff the facility afternoons, nights and weekends.

5. The Contractor will be responsible for the administrative supervision of its recovery support services staff and collaborate with DHS Child Welfare staff and the County's Transitional Treatment Recovery Support Services (TTRSS) team including manager, supervisor, coordinator, clinical supervisor and Adult Behavioral Health staff regarding coordinated support planning. This will include support of CRM staff, who are serving clients enrolled in TTRS services through the county, participation in clinical supervision provided by County.
6. The Contractor shall support SAMHSA's strategic initiative and focus on health, home, purpose and community in their service provisions.
7. The Contractor shall be covered under YCHHS's Certificate of Approval (COA) for addictions treatment by the Oregon Health Authority for recovery mentor services, acting as the County's agent under the base contract.
8. The Contractor shall adhere to the Special Terms and Conditions (Part 3) attached hereto as Exhibit C and incorporated herein by this reference.

The County Shall:

1. Provide clinical supervision of Contractor's recovery support staff as mandated by the Oregon Health Authority Addictions and Mental Health Program Oregon Administrative Rules.
2. Provide training for Contractor's staff on critical policies and procedures mandated by the Oregon Health Authority Addictions and Mental Health Program Oregon Administrative Rules and Yamhill County Care Organization and Medicaid rules.
3. Ensure that Contractor has access to electronic medical records on identified clients in common and will provide training on how to use the County's EMR.
4. Facilitate routine team meetings to facilitate successful implementation and operation of the program while ensuring success in meeting targeted grant and program outcomes.

This Amendment #2 is effective April 1, 2013 – March 31, 2015, unless sooner terminated as provided in Section 7, subsection 2 of the Underlying Agreement. 2014 MRS DR

Compensation: YVT shall be compensated on a monthly basis for services rendered under this amendment. The maximum not-to-exceed amount to be paid under this amendment shall not exceed \$133,347 for the amendment period ending February 28, 2015. County will provide a monthly capacity payment to YVT at \$11,112.25/month.

Provoking Hope

Certified Recovery Mentor services budget

Personnel	Annual Salary	FTE	Program amount
Certified Recovery Mentor*	33,280	3.00	99,840.00
Program Manager**	52,000	0.40	20,800.00
Subtotal	85,280	3.40	120,640.00
Professional Services / Contractual (contract services - stipend fund)			2,214.50
Material & Supplies (internet, equipment maintenance, misc. expenses, rent, staff development, supplies)			10,492.20
Total budget			133,346.70

EXHIBIT B

Subcontractor Insurance Requirements

General Requirements. County shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance as specified in this Exhibit C and meeting all the requirements under this Exhibit C before the contractors perform under contracts between County 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 that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to DHS. County shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County 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 or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a contractor to work under a Subcontract when the County 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 whom the county directly enters into a contract. It does not include a subcontractor with whom the contractor enters into a contract.

1. **Workers' Compensation.** Insurance must be in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.

2. **Professional Liability.**

Required by DHS Not required by DHS.

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than the following, as determined by DHS:

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2015:.... \$2,000,000.

From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

Per occurrence limit for multiple claimants:

From commencement of the Agreement term through June 30, 2015:.... \$4,000,000.

From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

3. Commercial General Liability.

Required by DHS Not required by DHS.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to DHS. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by DHS:

Bodily Injury/Death:

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2015:....\$2,000,000.

From July 1, 2015 and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

Per occurrence limit for multiple claimants:

From commencement of the Agreement term through June 30, 2015: ...\$4,000,000.

From July 1, 2015 and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

AND

Property Damage:

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2014:....\$200,000.

From July 1, 2014 and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

Per occurrence limit for multiple claimants:

From commencement of the Agreement term through June 30, 2014:....\$600,000.

From July 1, 2014 and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

4. Automobile Liability.

Required by DHS Not required by DHS.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by the DHS:

Bodily Injury/Death:

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2015: ...\$2,000,000.

From July 1, 2015 and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

Per occurrence limit for multiple claimants:

From commencement of the Agreement term through June 30, 2015:....\$4,000,000.

From July 1, 2015 and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

AND

Property Damage:

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2014:....\$200,000.

From July 1, 2014 and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

Per occurrence limit for multiple claimants:

From commencement of the Contract term through June 30, 2014:\$600,000.

From July 1, 2014 and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

5. **Additional Insured.** The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.
6. **"Tail" Coverage.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and County's acceptance of all services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and DHS may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If DHS approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
7. **Notice of Cancellation or Change.** The contractor or its insurer must provide 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
8. **Certificate(s) of Insurance.** County shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract.

The certificate(s) or an attached endorsement must specify: (i) all entities and individuals who are endorsed on the policy as Additional Insured and (ii) for insurance on a “claims made” basis, the extended reporting period applicable to “tail” or continuous “claims made” coverage.

EXHIBIT C

Part 3 Special Terms and Conditions

1. Confidentiality of Client Information.

- a. All information as to personal facts and circumstances obtained by the County on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her guardian, or the responsible parent when the client is a minor child, or except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- b. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- c. DHS, County and any subcontractor will share information as necessary to effectively serve DHS clients.

2. Amendments.

- a. DHS reserves the right to amend or extend the Agreement under the following general circumstances:
 - (1) DHS may extend the Agreement for additional periods of time up to a total Agreement period of 5 years, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on DHS' satisfaction with performance of the work or services provided by the County under this Agreement.
 - (2) DHS may periodically amend any payment rates throughout the life of the Agreement proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if DHS so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
- b. DHS further reserves the right to amend the Statement of Work for the following:
 - (1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Agreement or previous amendments to the Agreement;
 - (2) Implement additional phases of the Work; or
 - (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in combination, govern the provision of services provided under this Agreement.

- c. Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Agreement before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, Section 22 "Amendments" of this Agreement.

3. County Requirements to Report Abuse of Certain Classes of Persons.

- a. County shall comply with, and cause all employees to comply with, the applicable laws for mandatory reporting of abuse for certain classes of persons in Oregon, including:
 - (1) Children (ORS 419B.005 through 419B.045);
 - (2) Elderly Persons (ORS 124.055 through 124.065);
 - (3) Residents of Long Term Care Facilities (ORS 441.630 through 441.645);
 - (4) Adults with Mental Illness or Developmental Disabilities (ORS 430.735 through 430.743).
 - (5) Abuse of Individuals Living in State Hospitals (OAR 943-045-0400 through 945-045-0520)
- b. County shall make reports of suspected abuse of persons who are members of the classes established in Section 3.a. above to appropriate authorities as a requirement of this Agreement.
- c. County shall immediately report suspected child abuse, neglect or threat of harm to DHS Child Protective Services or law enforcement officials in full accordance with the mandatory Child Abuse Reporting law (ORS 419B.005 through 419B.045). If law enforcement is notified, the County shall notify the referring DHS caseworker within 24 hours. County shall immediately contact the local DHS Child Protective Services office if questions arise as to whether or not an incident meets the definition of child abuse or neglect.
- d. County shall report suspected abuse of the elderly or abuse of patients in a medical or care facility immediately to DHS Aging and People with Disabilities office or to a law enforcement agency.
- e. If known, the abuse report should contain the following:
 - (1) The name and address of the abused person and any people responsible for their care;
 - (2) The abused person's age;
 - (3) The nature and the extent of the abuse, including any evidence of previous abuse;
 - (4) The explanation given for the abuse;
 - (5) The date of the incident; and

- (6) Any other information that might be helpful in establishing the cause of the abuse and the identity of the abuser.

1. Background Checks.

- a. The Agency shall ensure that all employees and volunteers who perform work related to this Agreement, or who have access to any information about clients served under this Agreement, are approved by the Department of Human Services Background Check Unit (BCU) in accordance with Oregon Administrative Rules 407-007-0200 through 407-007-0370.
- b. In addition to potentially disqualifying conditions under OAR 407-007-0290, the following is a potentially disqualifying condition: abuse as determined from child protective services investigation reports held by the Department regardless of the date of initial report or outcome which have an outcome of founded, substantiated, or valid and in which the Subject Individual (SI) is determined to have been responsible for the abuse.
- c. An employee or volunteer may be hired on a preliminary basis, in accordance with the requirements and limits described in OAR 407-007-0315, prior to being approved by DHS's Background Check Unit. An employee or volunteer hired on a preliminary basis may not have unsupervised contact with individuals receiving services under this Agreement and may only participate in the limited activities described in OAR 407-007-0315. An employee or volunteer hired on a preliminary basis must be actively supervised at all times as described in OAR 407-007-0315.
- d. Any current employee or volunteer hired for a new position with the Agency must be approved by the BCU at the time the employee or volunteer accepts the new position. Notwithstanding the requirements of paragraph b. of this section, a current employee or volunteer who accepts a new position with the Agency may be hired for a new position on a preliminary basis without active supervision in accordance with the limits and requirements described in OAR 407-007-0315.
- e. There are only two possible outcomes of a background check: approval or denial. If the employee or volunteer is denied, she or he may not have contact with DHS clients referred for service under this Agreement and may not have access to information about DHS clients. Employees or volunteers who are denied do have the right to contest the denial. The process for contesting a denial is described in OARs 407-007-0330 and 407-007-0335.
- f. For purposes of compliance with OAR 407-007-0200 through 407-007-0370, the Agency is a "Qualified Entity", as that term is defined in OAR 407-007-210, and must comply with all the provisions pertaining to Qualified Entities contained in OAR 407-007-0200 through 407-007-0370.

- 2. Equal Access to Services.** Agency shall provide equal access to covered services for both males and females under 18 years of age, including access to appropriate facilities, services and treatment, to achieve the policy in ORS 417.270.

3. **Media Disclosure.** Agency will not provide information to the media regarding a recipient of services purchased under this Agreement without first consulting the DHS office that referred the child or family. Agency will make immediate contact with the DHS office when media contact occurs. The DHS office will assist Agency with an appropriate follow-up response for the media.
4. **Nondiscrimination.** Agency must provide services to DHS clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Agency services must reasonably accommodate the cultural, language and other special needs of clients.