

**SECOND AMENDMENT TO AGREEMENT
FOR CERTIFIED PEER RECOVERY MENTOR SUPPORT SERVICES
YAMHILL VALLEY TREATMENT dba PROVOKING HOPE**

THIS SECOND AMENDMENT TO AGREEMENT ("Amendment #2") is made effective July 1, 2018 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 Yamhill Valley Treatment, an Oregon nonprofit corporation, doing business as Provoking Hope, 213 NE 10th Street, McMinnville, Oregon 97128 ("Contractor").

RECITALS:

A. County and Contractor are parties to that certain agreement dated as of June 29, 2017 (the "Underlying Agreement"), pursuant to which Contractor provides certified peer recovery mentor (CRM) support services. The Underlying Agreement is memorialized in Yamhill County records as Board Order 17-249/ The Underlying Agreement was first amended on November 2, 2017, memorialized as Board Order 17-448 ("First Amendment").

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 Underlying 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 2 of the Underlying Agreement as first amended by Amendment #1 is hereby amended to include the following services (the "Services"):

"Intensive Outpatient Program (IOP)"

Contractor will provide 1 full-time equivalent (FTE) certified recovery mentor (.5 FTE for male population and .5 FTE for female population) to provide certified peer recovery mentor services to referred Intensive Outpatient participants (IOP). IOP participants are adults with high substance abuse treatment needs who are at a medium to high risk to recidivate. CRMs will work in coordination with County's Certified Alcohol and Drug Counselors (CADCs) to reunite participants with their families while living in a recovery-based crime free and pro-social lifestyle. Participants will receive integrated care to address underlying co-occurring mental health disorders and physical health care needs as eligible.

a. Contractor will participate in weekly IOP group meetings with staff as appropriate and other activities as requested including one on one encounters in the community or at Provoking Hope facility.

b. Contractor will assist with outreach to encourage participation in IOP group meetings as a reasonable path to obtain a recovery-based crime free and pro-social lifestyle.

c. Contractor will be responsible for the administrative supervision and program oversight for Contractor's certified peer recovery mentors.

d. Contractor will 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 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 Contractors' employees covered under this amendment are fully trained in 42 CFR, Health Insurance Portability and Accountability Act (HIPAA), Confidentiality rules, County's fraud and abuse policy as required by Centers for Medicare & Medicaid Services (CMS), complaints and abuse reporting rules and the Business Associate/ Qualified Service Organization Agreement between County and Contractor in an effort to ensure County's records are used solely for the purposes intended under this Agreement.

e. Contractor's CRM staff will participate in clinical supervision with County's HHS Chemical Dependency Clinical Supervisor per Oregon Administrative Rules.

f. Contractor will be covered under County's Certificate of Approval (COA) for addictions treatment by the Oregon Health Authority for CRM support services, acting as the County's agent under the certificate."

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

3. Section 6 "Payment of the Contract" of the Underlying Agreement as first amended by Amendment #1 is hereby amended to include the following:

"A. **Compensation for Services.** Effective July 1, 2018 Contractor shall receive a payment of \$74,383.94 per month per the Provoking Hope Program Budget attached hereto as Exhibit A, which is incorporated herein by this reference. The maximum amount payable for the performances of Services under this Agreement for the period of July 1, 2018 through June 30, 2019 is \$892,607.28. The maximum not to exceed amount payable for performance of Services under this Agreement is \$1,665,246.36.

4. The balance of Section 6 of the Underlying Agreement 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, as further amended hereby, constitute valid and binding obligations of Contractor enforceable according to the terms thereof.

6. **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.

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 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.

**YAMHILL VALLEY TREATMENT
dba PROVOKING HOPE**

By: Diane K Reynolds
(signature)
Date: 6/26/18

Diane K Reynolds
(printed name)

Director
(title)

Tax ID No.: 45-3155924

YAMHILL COUNTY, OREGON

Mary Starrett
MARY STARRETT, Chair
Board of Commissioners
Date: 6/28/18

Silas Halloran-Steiner
SILAS HALLORAN-STEINER, Director
Department of Health & Human Services
Date: 6/28/18

FORM APPROVED BY:
Christian Boenisch
CHRISTIAN BOENISCH
County Counsel
Date: 7/2/18

Accepted by Yamhill County
Board of Commissioners on
6/28/18 by Board Order
18-223

Exhibit A

Provoking Hope Budget 2018-2019

Personnel	FTE	Base	CRM TTRS		CRM SBIRT		CRM IOP		CRM SBIRT OD		CRM Prevention/		Recovery Court		Total	Total
			FTE	Amount	FTE	Amount	FTE	Amount	FTE	Amount	FTE	Amount	FTE	Amount	FTE	Amount
CRM	10.06	46,950	4.34	203,762	2.22	104,228	1.00	46,950	1.50	70,425	1.00	46,950	-	-	10.06	472,315
Recovery Court	3.00	46,950											3.00	140,849	3.00	140,849
Program Manager	2.00	46,950	0.82	38,591	0.42	19,740	0.19	8,892					0.57	26,676	2.00	93,900
Prevention Supervisor	0.95	46,950							0.57	26,761	0.38	17,841		-	0.95	44,602
Office	0.95	46,950							0.32	15,212	0.22	10,133	0.41	19,270	0.95	44,615
Total Personnel/Benefits*	16.96		5.16	242,353	2.64	123,969	1.19	55,842	2.39	112,398	1.60	74,924	3.98	186,795	16.96	796,280
Professional, Contract Services																
Stipend fund, client needs		2,875	0.40	1,143	0.20	585	0.09	263	0.18	530	0.12	353		-	1.00	2,875
Equipment, software, maintenance		2,872	0.40	1,142	0.20	584	0.09	263	0.18	530	0.12	353		-	1.00	2,872
Office supplies, building rent, utilities																
Building maintenance, maintenance supplies		72,295	0.40	28,748	0.20	14,705	0.09	6,624	0.18	13,332	0.12	8,887		-	1.00	72,296
Staff development, misc. expenses		29,280	0.40	11,643	0.20	5,956	0.09	2,683	0.18	5,400	0.12	3,599		1,622	1.00	30,903
Insurances, Saif		7,700	0.40	3,062	0.20	1,566	0.09	706	0.18	1,420	0.12	947		-	1.00	7,701
Gas expense annual		2,452	0.40	975	0.20	499	0.09	225	0.18	452	0.12	301		724	1.00	3,176
Expense Subtotal**		117,474		46,713		23,895		10,763		21,664		14,441		2,346		119,822
Total Expenses				289,066		147,863		66,605		134,062		89,365		189,142		916,103
Yamhill County Contract				279,723		143,084		64,452		129,729		86,477		189,142		892,607
Provoking Hope - Other Revenue Sources				9,343		4,779		2,153		4,333		2,888		-		23,495

*Personnel increased by 2.6%, added 1.48 FTE

**2017-2018 total expenses with 15% increase on all but Recovery Court - already awarded at 3%