

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

THIS SIXTH AMENDMENT TO AGREEMENT ("Amendment #6") is made effective July 1, 2020 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"). The Underlying Agreement was further amended on June 28, 2018, memorialized as Board Order 18-223 ("Second Amendment"); February 7, 2019, memorialized as Board Order 19-043 ("Third Amendment"), on August 1, 2019, memorialized as BO 19-270 ("Fourth Amendment") and on July 2, 2020, ("Fifth Amendment") memorialized as BO 20-210.

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 "Contractor's Services" of the Underlying Agreement as last amended by Amendment #3 is hereby amended to include the following: "Contractor must provide immediate notice to County of lapse, termination, cancellation, limitation, qualification or suspension of any licenses, certificates, authorizations and other approvals as required by applicable law to deliver the Services under this Agreement."

2. Section 3 "Regulations and Duties; Compliance with Laws" of the Underlying Agreement as last amended by Amendment #5 is hereby amended to update all references to the "2019-2021 Intergovernmental Agreement for the Financing of Community Mental Health, Substance Use Disorders and Problem Gambling Services ("2019-2021 IGA")" to the "2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction

Treatment, Recovery, & Prevention, and Problem Gambling Services (“2021 IGA”); Subsection G is hereby deleted in its entirety and replaced with the following: “Contractor shall comply, as if it were County thereunder, with the requirements set forth in that certain Mental Health and Substance Abuse Disorder Services Agreement by and between County and Yamhill Community Care Organization (“YCCO”) dated as of January 1, 2021 (YCCO OHP Agreement) which is incorporated herein by this reference.”; and a new subsection H is added to include the following: “Contractor shall comply with the applicable provisions of that certain Oregon Health Plan Fully Capitated Heal Plan Agreement between the State of Oregon Department of Human Services, Division of Medical Assistance Programs (DMAP) and YCCO dated as of January 1, 2021 (DMAP Agreement), DMAP rules, YCCO Policies and all other applications laws and regulations, both generally and specifically as set forth in Exhibit C of the YCCO OHP Agreement. To the extent any provision of the DMAP Agreement applies to YCCO with respect to the services YCCO is providing to DMAP through this Agreement, such DMAP provision shall be, and hereby is, incorporated by reference into this Agreement and shall apply equally to Contractor.”

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

4. Section 4 “Reporting” of the Underlying Agreement as last amended by Amendment #4 is hereby amended to update the OHA’s MOTS Reference Manual link to <http://www.oregon.gov/oha/hsd/amh/mots/Pages/index.aspx>.

5. Section 5 “Records; County Monitoring” subsection B of the Underlying Agreement is hereby deleted in its entirety and replaced with the following: “Contractor agrees that the following shall be open for inspection by County, Yamhill CCO, OHA, the Secretary of State’s Office of the State of Oregon, Oregon Department of Justice, the Federal Government and their duly authorized representatives 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 for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Contractor shall permit authorized representatives of County and the Oregon Health Authority to perform site reviews of all services delivered by Contractor hereunder. Notwithstanding any shorter retention period that may be required under 42 CFR §438.5(c), 438.604, 438.606 and 438.608, Contractor will retain and keep accessible all Records for the longer of ten (10) years from the end of the term of this Agreement or: (1) the retention period specified in the DMAP Agreement for certain kinds of Records or as required by CMS Rules; (2) the period as may be required by Applicable Law, including the records retention schedules set forth in OAR Chapters 410 and 166; or (3) until the conclusion of any audit, controversy or litigation arising out of or related to the YCCO or DMAP Agreement or such longer period as may be required by other provisions of this Agreement or applicable law.”

6. Section 6 "Payment of the Contract" of the Underlying Agreement as last amended by Amendment #5 is hereby amended to include the following:

"A. **Compensation for Services.** Effective July 1, 2021 Contractor shall receive a payment of \$74,253.40 per month July 2021 through June 30, 2022, 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, 2021 through June 30, 2022 is \$891,040.80. The maximum not to exceed amount payable for performance of Services under this Agreement is \$4,515,282.12."

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

8. Section 14 "Indemnification" of the Underlying Agreement is hereby deleted in its entirety and replaced with the following: "Contractor shall be responsible for any and all injury to any and all persons or property caused directly or indirectly by reason of any and all activities of Contractor in the performance of Services under this Agreement and to the extent permitted by applicable law, Contractor shall defend (in the case of the state of Oregon and the Oregon Health Authority, subject to ORS Chapter 180) save and hold harmless the State of Oregon, the Oregon Health Authority, County and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, fees, expenses of any nature whatsoever (including attorneys' fees) or judgments resulting from, arising out of or relating to the operations of the Contractor, including but not limited to the activities of Contractor or its officers, employees, subcontractors or agents under this Agreement.

In addition, if Contractor is not a unit of local government as defined in ORS 190.003, then Contractor shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of the officers, agents, employees or subcontractors of the Contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Contractor from and against any and all Claims.

Neither party shall be liable for or deemed to be in default for any delay or failure to perform any act under this Agreement (other than payment of money) resulting, directly or indirectly, from Acts of God, civil or military authority, acts of public enemy, acts of terrorism, war, accidents, fires, explosions, earthquake, flood, failure of transportation, or labor strikes.

Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever sustained because of a breach of this Agreement or any alleged tortious conduct by the other party.”

9. Section 15 “Insurance” of the Underlying Agreement is hereby amended to include the following: “Contractor or its insurer must provide written notice to County at least 30 calendar days before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).”

10. Section 17 “Safeguarding of Client Information” of the Underlying Agreement is hereby deleted in its entirety and replaced with the following: “Contractor shall maintain the confidentiality of client records as required by applicable state and federal law. Without limiting the generality of the preceding sentence, Subcontractor shall comply with the following confidentiality laws, as applicable: ORS 179.495 to 179.507, 192.527 to 192.528, 411.320, 430.399, 433.045, 433.075, 433.008, 433.017, 433.092, 433.096, 433.098, 42 CFR Part 2, 42 CFR Part 431 Subpart F, 45 CFR Part 205 and any administrative rule adopted by the Oregon Health Authority, implementing the foregoing laws, and any written policies made available to Contractor by County or by the Oregon Health Authority. Contractor shall not use, release, or disclose any information concerning a Member for any purpose not directly connected with the administration of this Agreement or under Title XIX of the Social Security Act, except with the written consent of the Member, the Member’s attorney or, if applicable, the Member’s parent or guardian, or unless otherwise authorized by law. Contractor shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to County and the Oregon Health Authority for review and inspection as reasonably requested by County or the Oregon Health Authority.”

11. The balance of the Underlying Agreement remains unchanged.

12. Ratification. Except as otherwise expressly modified by the terms of this Amendment #6, 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.

13. Authority. County and Contractor and each of the persons executing this Amendment #6 on behalf of County and Contractor hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #6 and has taken all action required to authorize such party (and each person executing this Amendment #6 on behalf of such party) to enter into this Amendment #6, and (ii) the person signing on behalf of such party is authorized to do so on behalf of such entity.

14. Binding Effect. All of the covenants contained in this Amendment #6 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.

15. Counterparts. This Amendment #6 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #6.

16. Recitals. The foregoing recitals are intended to be a material part of this Amendment #6 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 #6 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 Reynolds*  
(signature)  
Date: 7/15/21

Diane Reynolds  
(printed name)

CEO President  
(title)

Tax ID No.: 45-3155924

**YAMHILL COUNTY, OREGON**

*Mary Starrett*  
MARY STARRETT, Chair  
Board of Commissioners  
Date: 7/15/21

Lindsey Manfrin  
Digitally signed by Lindsey Manfrin  
DN: cn=Lindsey Manfrin, ou=Public Health, ou=Yamhill Co, ou=County, o=OHHS,  
ou=Public Health, cn=Lindsey Manfrin,  
email=lmanfrin@yamhill.or.us  
Date: 2021.07.15 12:23:36 -0700  
LINDSEY MANFRIN, Director  
Department of Health & Human Services  
Date: \_\_\_\_\_

FORM APPROVED BY:  
*Christian Boenisch*  
CHRISTIAN BOENISCH  
County Counsel  
Date: 7/15/21

Exhibit A

Provoking Hope Model  
Proposed Budget 2021-2022

	Reduction SBIRT OD	Facilitate RDP, TTRS	Intervention SBIRT, IOP, ARC	Totals
<b>Personnel</b>				
CRM	1	6.75	5.7	13.45
Support Staff	0.9	0.9	0.9	2.7
Total FTE	1.9	7.65	6.6	16.15
Rate	\$ 26.52	\$ 26.52	\$ 26.52	
<b>Annual Personnel Cost</b>	\$ 104,807.04	\$ 421,986.24	\$ 364,066.56	\$ 890,859.84

Operations

	2020-2021 Actual	2020-2021 Actual + 2% COLA
Stipend fund, client needs	\$ 3,570.00	\$ 3,641.40
Equipment, software, maintenance	\$ 7,299.12	\$ 7,445.10
Office supplies, building rent, utilities	\$ 88,029.06	\$ 89,789.64
Staff development, building maintenance	\$ 57,148.56	\$ 58,291.53
Insurances, Saif	\$ 20,434.68	\$ 20,843.37
Gas expense annual	\$ 8,495.58	\$ 8,665.49
<b>Annual</b>	\$ 184,977.00	\$ 188,676.53
<b>Total Annual</b>		\$ 1,079,536.37
		HHS Contract amount \$ 891,040.80
		<b>% of Total Annual 83%</b>

B.O. 21-291  
Exhibit "A"