

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

THIS SEVENTH AMENDMENT TO AGREEMENT (“Amendment #7”) is made effective October 1, 2021, 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”), July 2, 2020, (“Fifth Amendment”) memorialized as BO 20-210 and on July 15, 2021, (“Sixth Amendment”) memorialized as BO 21-291.

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 #6 is hereby amended to include the following: “Contractor will increase Certified Recovery Mentor (CRM) full-time equivalent (FTE) to provide 24/7 coverage across Yamhill County in partnership with law enforcement and first responders. CRMs will work with law enforcement and other first responders at the time of citation for enforcement of possession of a controlled substance to connect with individuals and engage them in behavioral health services.”

2. Section 3 “Regulations and Duties; Compliance with Laws” of the Underlying Agreement as last amended by Amendment #6 is hereby amended as follows: “To the extent not already specifically set forth in the Underlying Agreement, Contractor shall comply with all applicable requirements in that certain Intergovernmental Grant Agreement #172108 by and between County and the Oregon Health Authority dated October 14, 2021, (“Grant Agreement”) which agreement is incorporated herein by this reference.

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 #6 is hereby amended to include the following:

"Contractor will submit two progress reports no later than November 15, 2021, and December 20, 2021. Report must include:

- a. Total number of individuals that have received services and/or supports. Include type of service and/or supports; Contractor will enter sufficient information into County's Electronic Health Record (Juniper) so that County can determine number of individuals enrolled in services after outreach
- b. Accounting of expenditures during the reporting period in accordance with generally accepted accounting principles and in sufficient detail to permit County to verify how the financial assistance paid under this Amendment #7 was used or expended.
- c. December report to include at least one success story"

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

"A. **Compensation for Services.** Effective October 1, 2021, Contractor shall receive a lump sum start-up payment of \$1,080. In addition Contractor shall receive a monthly amount of \$40,460.80 per month October 2021 through December 31, 2021, 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 Amendment #7 is \$122,462.40. All funding provided under this Amendment #7 must be spent by December 31, 2021.

B. Any funds disbursed to Contractor under this Amendment #7 that are expended in violation or contravention of one or more of the provisions of the Grant Agreement "Misexpended Funds" or that remain unexpended on the earlier of termination of this Agreement or December 31, 2021, ("Unexpended Funds") must be returned to County. Misexpended or Unexpended Funds must be returned to County within 14 days after the earlier of termination of this Agreement or January 14, 2022. County, in its sole discretion, may recover Misexpended or Unexpended Funds by withholding from payments due to Contractor such amounts, over such periods of time, as are necessary to recover the amount of overpayment. Prior to withholding, if Contractor objects to the withholding or the amount proposed to be withheld, Contractor shall notify County that it wishes to engage in dispute resolution in accordance with Section 19 of the Underlying Agreement."

6. The balance of Section 6 of the Underlying Agreement remains unchanged.
7. The balance of the Underlying Agreement remains unchanged.
8. Ratification. Except as otherwise expressly modified by the terms of this Amendment #7, 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.

9. Authority. County and Contractor and each of the persons executing this Amendment #7 on behalf of County and Contractor hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #7 and has taken all action required to authorize such party (and each person executing this Amendment #7 on behalf of such party) to enter into this Amendment #7, and (ii) the person signing on behalf of such party is authorized to do so on behalf of such entity.

10. Binding Effect. All of the covenants contained in this Amendment #7 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.

11. Counterparts. This Amendment #7 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #7.

12. Recitals. The foregoing recitals are intended to be a material part of this Amendment #7 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 #7 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: 
(signature)
Date: 10/25/21

Diane Reynolds
(printed name)

Executive Director
(title)

Tax ID No.: 45-3155924

YAMHILL COUNTY, OREGON


MARY STARRETT, Chair
Board of Commissioners
Date: 11/4/21

Lindsey Manfrin
^{Digitally signed by Lindsey Manfrin}
^{DN: cn=Lindsey Manfrin, o=Yamhill County, ou=Health & Human Services, email=lmanfrin@yamhill.or.gov, c=US}
LINDSEY MANFRIN, Director
Department of Health & Human Services
Date: _____

FORM APPROVED BY:

CHRISTIAN BOENISCH
County Counsel
Date: 11/8/21

Accepted by Yamhill County
Board of Commissioners on
11/4/21 by Board Order
21-446

Exhibit A

M110 PROJECTED BUDGET October 6, 2021					
Provoking Hope Model					
Proposed Monthly Budget					
CRM			PERSONNEL		
CRM Regular Hrs	1		172 mthly hrs	Reg. Employee Cost per hr (includes taxes, insurance, etc.) \$36.00	\$ 6,192.00
CRM After Hrs & Holidays	3.5		602 mthly hrs	1 1/2 Employee Cost per hr (includes taxes, insurance, etc.) \$54.00	\$ 32,508.00
Total CRM FTE	4.5			Monthly CRM Personnel Cost	\$ 38,700.00
Support Staff					
Fiscal Oversight	0.09		15.48 mthly hrs	Reg. Employee Cost per hr (includes taxes, insurance, etc.) \$36.00	\$ 557.28
Data Analysis & Collection	0.09		15.48 mthly hrs	Reg. Employee Cost per hr (includes taxes, insurance, etc.) \$36.00	\$ 557.28
Total Support Staff FTE	0.18			Monthly Support Staff Personnel Cost	\$ 1,114.56
			Total Monthly Personnel Cost \$ 39,814.56		
			OPERATIONS		
Technology - Tablet Cost to purchase outright \$200. ea for 4	\$		800.00	*only first month	
Technology (phones & tablets) Activation Cost \$35. ea for 8	\$		280.00	*only first month	
Technology - Monthly Service Cost \$35. ea for 8				phones are free w/service	\$ 280.00
Mileage Cost est 168mils per CRM FTE per mth @ .545					\$ 366.24
				Monthly Operations Cost	\$ 646.24
Technology Start Up Costs	\$	1,080.00			
			Total Monthly Costs \$ 40,460.80		