

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

THIS FIFTH AMENDMENT TO AGREEMENT ("Amendment #5") 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") and on August 1, 2019, memorialized as BO 19-270 ("Fourth 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 3 of the Underlying Agreement as last amended by Amendment #1 is hereby amended to update all references to the "2017-2019 Intergovernmental Agreement for the Financing of Community Mental Health, Substance Use Disorders and Problem Gambling Services" to the "2019-2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services"; and to include the following new subsection G:

"G. To the extent not already specifically set forth in the Underlying Agreement, Contractor shall comply with all applicable requirements and any other provisions that must be included to comply with applicable law, or that are required to be included in a provider contract as defined in and under that certain Mental Health and Substance Abuse Disorder Services agreement by and between Yamhill Community Care Organization and Yamhill County Health and Human Services

dated as of December 31, 2019 (“YCCO-YHHS Agreement”) which Agreement is incorporated herein by this reference.”

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

3. Section 6 “Payment of the Contract” of the Underlying Agreement as last amended by Amendment #4 is hereby amended to include the following:

“A. **Compensation for Services.** Effective July 1, 2020 Contractor shall receive a payment of \$72,797.45 per month July 2020 through June 30, 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 Agreement for the period of July 1, 2020 through June 30, 2021 is \$873,569.40. The maximum not to exceed amount payable for performance of Services under this Agreement is \$3,624,241.32.

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

5. The balance of the Underlying Agreement remains unchanged.

6. **Ratification.** Except as otherwise expressly modified by the terms of this Amendment #5, 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.

7. **Authority.** County and Contractor and each of the persons executing this Amendment #5 on behalf of County and Contractor hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #5 and has taken all action required to authorize such party (and each person executing this Amendment #5 on behalf of such party) to enter into this Amendment #5, and (ii) the person signing on behalf of such party is authorized to do so on behalf of such entity.

8. **Binding Effect.** All of the covenants contained in this Amendment #5 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.

9. **Counterparts.** This Amendment #5 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #5.

10. **Recitals.** The foregoing recitals are intended to be a material part of this Amendment #5 and are incorporated herein by this reference.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed on the date indicated by their duly authorized officials, this Amendment #5 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: 6/24/2020

Diane Reynolds
(printed name)
Director
(title)

Tax ID No.: 45 3155 924

YAMHILL COUNTY, OREGON

Casey Kulla
CASEY KULLA, Chair
Board of Commissioners
Date: 7/2/2020

Lindsey Manfrin
LINDSEY MANFRIN, Director
Department of Health & Human Services
Date: 6/24/20

FORM APPROVED BY:
Christian Boenisch
CHRISTIAN BOENISCH
County Counsel
Date: 7/8/20

Exhibit A

**Provoking Hope Model
Proposed Budget 2020-2021**

Personnel

	Reduction SBIRT OD	Facilitate RDP, TTRS	Intervention SBIRT, IOP, ARC	Totals
CRM	1.00	6.75	5.70	13.45
Support Staff	0.90	0.90	0.90	2.70
Total FTE	1.90	7.65	6.60	16.15
Rate	\$ 26.00	\$ 26.00	\$ 26.00	
Annual Personnel Cost	\$102,752.00	\$ 413,712.00	\$ 356,928.00	\$ 873,392.00

Operations

	2019-2020 Actual	2019-2020 Actual + 2% COLA
Stipend fund, client needs	3,500.00	3,570.00
Equipment ,software, maintenance	7,156.00	7,299.12
Office supplies, building rent, utilities	86,303.00	88,029.06
Staff development, building maintenance	56,028.00	57,148.56
Insurances, Saif	20,034.00	20,434.68
Gas expense annual	8,329.00	8,495.58
Annual	181,350.00	184,977.00
Total Annual		\$ 1,058,369.00
		HHS Contract amount \$ 873,569.40
		% of Total Annual 83%

B:0. 20-210
Exhibit "A"