

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

THIS SIXTH AMENDMENT TO AGREEMENT (this "**Amendment #6**") 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, 210 NE 10th Street, McMinnville, OR 97128 ("Contractor").

RECITALS:

A. County and Contractor are parties to that certain agreement dated as of January 13, 2013 (the "Underlying Agreement"), pursuant to which Contractor provides recovery support services. The Underlying Agreement was first amended on October 8, 2013 ("First Amendment"). The Underlying Agreement was further amended on April 3, 2014 ("Second Amendment"); November 6, 2014 ("Third Amendment"); July 2, 2015 ("Fourth Amendment"); and August 6, 2015 ("Fifth Amendment").

B. County and Contractor now desire to further amend the Underlying agreement upon the terms and conditions as more particularly set for 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 Contractor, intending legally to be bound, hereby agree as follows:

1. Section 1 "Contractor's Services" is amended to include the following:

A. Effective October 1, 2015 through June 30, 2016, Recovery Support Services for SAMHSA Drug Court clients targets are to serve twenty (20) clients per month with three visits per week at a rate of \$20.00 per hour.

2. The balance of Section 1 of the Underlying Agreement remains unchanged.

3. Section 4 "Compensation" of the Underlying Agreement is hereby amended as follows:

A. Effective October 1, 2015 through June 30, 2016, Contractor will receive a payment of \$5,196 per month for providing Recovery Support Services for SAMHSA Drug Court clients. Funds will be advanced each month with an actual invoice submitted by the 15th of the month following the end of the month of service. Quarterly reconciliation will be based on monthly invoices and targets. If targets are not met, remaining funds will be returned to County. The maximum amount payable for these services for the period of October 1, 2015 through June 30, 2016 is \$46,764.00.

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

B.O. 116-229

5. Section 18 "Records; County Monitoring" of the Underlying Agreement is hereby deleted in its entirety and replaced with the following:

A. Contractor shall maintain all financial records related to this Agreement in accordance with generally accepted accounting principles or National Association of Insurance Commissioners accounting standards. In addition, Contractor shall maintain any other records, books, documents, papers, plans, records of shipment and payments and writings of Contractor, whether in paper, electronic or other form, that are pertinent to this Agreement, collectively referred to as "Records" in such a manner to clearly document Contractor's performance.

B. Contractor agrees that the following shall be open for inspection by County, YCCO, OHA and Government Agencies or its agents, 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. Contractor agrees to retain such records and documents for a period of seven years, or such longer period as may be prescribed for records and documents by the state archivist.

C. Contractor agrees to annually provide County with copies of their Fraud and Abuse policy and documentation of rate setting methodologies. County encourages Contractor to use the Jarvis rate setting tool. County may approve an alternative method if it demonstrates a similar level of thoroughness. Contractor will comply with County's quality and utilization management protocols established in partnership with YCCO and YCCO's Quality Assurance and Performance Improvement Plan. Contractor shall provide documentation regarding training, NPI numbers and background checks for each person providing services under this agreement where applicable upon request.

D. County will provide Contractor with a copy of the County's OHA approved written grievance system procedures to ensure compliance."

6. Section 20 "Medicare/Medicaid Participation" of the Underlying agreement is hereby amended to include the following: "Contractor agrees to monthly screen its personnel and subcontractors at a minimum monthly against the Office of the Inspector General (OIG) List of Excluded Individuals and Entities (LEIE) and the System for Award Management (SAM) list for exclusions."

7. The balance of Section 20 of the Underlying Agreement remains unchanged.

8. 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 constitute valid and binding obligations of County and Contractor enforceable according to the terms thereof.

9. 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.

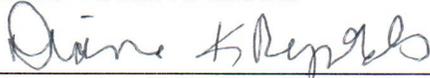
10. Binding Effect. All of the covenants contained in this Amendment #6 shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives and permitted successors and assigns.

11. 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.

12. 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, this Amendment #6 on the date indicated by their duly authorized officials.

**YAMHILL VALLEY TREATMENT
dba PROVOKING HOPE**



Diane Reynolds, Executive Director

Date: 2/19/16

Fed. Tax ID#: 45-3155924

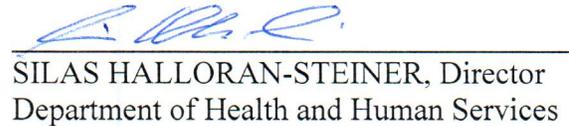
YAMHILL COUNTY



MARY STARRETT, Chair

Board of Commissioners

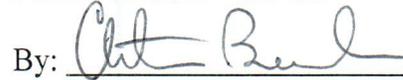
Date: 3-1-16



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

Date: 2/22/16

FORM APPROVED BY:

By: 

CHRISTIAN BOENISCH
County Counsel

Date: 3/4/16

Accepted by Yamhill County
Board of Commissioners on
3.1.16 by Board Order
16-69