

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

THIS THIRD AMENDMENT TO AGREEMENT (“Amendment #3”) is made effective November 30, 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”). The Underlying Agreement was further amended on June 28, 2018, memorialized as Board Order 18-223 (“Second 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 last amended by Amendment #2 is hereby amended to include the following:

“a. Contractor may, without constraint from Yamhill CCO or County, advise or advocate on behalf of a Yamhill CCO member with regard to treatment options.

b. Contractor will provide additional .30 full time equivalent (FTE) project coordinator and 1.475 certified recovery mentor (CRM) for Outreach and Engagement Certified Peer Recovery Mentor services to meet law enforcement or emergency medical responders in the community or at local emergency departments to connect with individuals who have experienced an opioid overdose to engage individuals into care and recovery services.

c. CRMs will assist individuals in navigating health care systems including filling prescriptions for medication assisted treatment (MAT).

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

3. Section 6 “Payment of the Contract” of the Underlying Agreement as last amended by Amendment #2 is hereby amended to include the following:

“A. Effective December 1, 2018 Contractor shall receive an additional payment of \$12,497.60 per month per the Provoking Hope Program Budget below. The maximum amount payable for the performance of Opioid State Targeted Response Services under this Agreement for the period of December 1, 2018 through June 30, 2019 is \$87,483.20.

<u>Provoking Hope</u>	<u>STR 2018-2019</u>
CRMs (59 hours/week)	69,521
CRM Training	450
CRM mileage (119 miles/week)	3,372
PH Project Coord	14,140
	<u>87,483</u>

The maximum not to exceed amount payable for performance of Services under this Agreement is \$1,752,729.56.

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

5. Section 4 “Reporting” of the Underlying Agreement is hereby amended to include the following: “Contractor will provide the following outcome measures and related data quarterly for the Services provided under the Opioid State Targeted Response funding: 1. number of individuals served or projected to be served through naloxone rescue; 2. number of individuals receiving CRM services; and 3. number of CRM services provided.”

6. Ratification. Except as otherwise expressly modified by the terms of this Amendment #3, 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 #3 on behalf of County and Contractor hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #3 and has taken all action required to authorize such party (and each person executing this Amendment #3 on behalf of such party) to enter into this Amendment #3, 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 #3 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 #3 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #3.

10. Recitals. The foregoing recitals are intended to be a material part of this Amendment #3 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 #3 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: 1/29/19

Diane Reynolds  
(printed name)

Director  
(title)

Tax ID No.: 45-3155924

**YAMHILL COUNTY, OREGON**

*Rick Olson*  
RICHARD L. "RICK" OLSON, Chair  
Board of Commissioners  
Date: 2-7-19

*Silas Halloran-Steiner*  
SILAS HALLORAN-STEINER, Director  
Department of Health & Human Services  
Date: 1/31/19

FORM APPROVED BY:  
*Christian Boenisch*  
CHRISTIAN BOENISCH  
County Counsel  
Date: 2/14/19