

**FIRST AMENDMENT TO AGREEMENT
FOR PARENTING EDUCATION SERVICES
LUTHERAN COMMUNITY SERVICES NORTHWEST**

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment #1") is made effective April 1, 2016 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 Lutheran Community Services Northwest ("Contractor"), an Oregon nonprofit corporation, 605 SE Cesar E. Chavez Boulevard, Portland, Oregon 97214, Tax Identification Number 93-0386860.

RECITALS:

A. County and Contractor are parties to that certain agreement dated as of July 30, 2015 (the "Underlying Agreement"), pursuant to which Contractor provides Parenting Education services.

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 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 is hereby amended to increase the Transitional Treatment and Recovery Support Parent Coaching services and decrease parenting education classes effective April 1, 2016.

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

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

"Records; County Monitoring.

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 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 County's OHA approved written grievance system procedures to ensure compliance."

4. Section 6 "Payment" of the Underlying Agreement is hereby amended to include the following: "Effective April 1, 2016, the compensation for providing parenting education as outlined in Exhibit B of the Underlying Agreement, excluding Parent Coaching is reduced by \$18,000 for a total of \$156,084 for the 2015-2016 fiscal year and the maximum not to exceed amount for Transitional Treatment and Recovery Support Parent Coaching services is increased by \$18,000 for a total of \$85,555 for the 2015-2016 fiscal year. The maximum amount payable for performance of Services under this agreement for the period of July 1, 2015 through June 30, 2016 is \$241,639."

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

6. Section 10 "Medicare/Medicaid Participation" 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 (OIGs) List of Excluded Individual and Entities (LEIE) and the System for Award Management (SAM) list for exclusions."

7. The balance of Section 10 of the Underlying Agreement remains unchanged.

8. Ratification. Except as otherwise expressly modified by the terms of this Amendment #1, 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 #1 on behalf of County and Contractor hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #1 and has taken all action required to authorize such party (and each person executing this Amendment #1 on behalf of such party) to enter into this Amendment #1, 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 #1 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 #1 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #1.

12. Recitals. The foregoing recitals are intended to be a material part of this Amendment #1 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 #1 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.

LUTHERAN COMMUNITY SERVICES

By: [Signature]
(signature)
Date: 4/15/16

David Dnea
(printed name)

President & CEO
(title)

Tax ID No.: 93-0386860

YAMHILL COUNTY, OREGON

[Signature]
MARY STARRETT, Chair
Board of Commissioners
Date: 3-31-16

[Signature]
SILAS HALLORAN-STEINER, Director
Department of Health & Human Services
Date: 4/1/16

FORM APPROVED BY:
[Signature]
CHRISTIAN BOENISCH
County Counsel
Date: 3/31/16

Accepted by Yamhill County
Board of Commissioners on
3-31-16 by Board Order
116-114