

**NINTH AMENDMENT TO AGREEMENT
LUTHERAN COMMUNITY SERVICES NORTHWEST
Oregon Health Plan Services**

THIS NINTH AMENDMENT TO AGREEMENT (“**Amendment #9**”) is made effective July 1, 2016 between **Yamhill County**, a political subdivision of the State of Oregon acting by and through its Family & Youth Division of the Department of Health and Human Services (“**County**”) and **Lutheran Community Services Northwest (LCSNW)**, an Oregon nonprofit corporation, 605 SE Cesar E. Chavez Boulevard, Portland, Oregon 97214, Tax Identification Number 93-0386860 (“**Contractor**”).

RECITALS:

A. County and Contractor are parties to that certain agreement dated as of October 10, 2012 (the “**Underlying Agreement**”), pursuant to which Contractor provides outpatient counseling and treatment services for persons suffering from mental disorders, who have insurance coverage under the Oregon Health Plan. The Underlying Agreement is memorialized in Yamhill County records as Board Order 12-555. The Underlying Agreement was first amended on May 2, 2013 to add additional services to families with children age 0-19, memorialized as Board Order 13-250 (“**First Amendment**”). The Underlying Agreement was further amended on November 14, 2013, memorialized as Board Order 13-711 (“**Second Amendment**”); August 14, 2014, memorialized as Board Order 14-494 (“**Third Amendment**”); July 2, 2015, memorialized as Board Order 15-234 (“**Fourth Amendment**”); July 30, 2015, memorialized as Board Order 15-292 (“**Fifth Amendment**”); March 2, 2016, memorialized as Board Order 16-52 (“**Sixth Amendment**”); August 11, 2016, memorialized as Board Order 16-327 (“**Seventh Amendment**”) and on September 8, 2017 memorialized as Board Order 17-253 (“**Eighth Amendment**”).

B. County and Contractor now desire to 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 #8 is hereby amended to include School-Based Behavioral Health Services treatment and counseling to OHP members age 18 and under, as detailed in Exhibit A, which is attached hereto and incorporated herein by this reference; and Behavioral Health Sheridan Clinic medically necessary and short-term outpatient family and individual therapy and case management to adults (19 and older) enrolled in Yamhill CCO OHP, as detailed in Exhibit B, which is attached hereto and incorporated herein by this reference.

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

3. Section 6 of the Underlying Agreement as last amended by Amendment #8 is hereby amended to include:

“A. As compensation for performing duties required by Section 2 as amended by this Amendment #9, treatment and counseling to OHP members age 18 and under, following receipt and approval of billing documents, Contractor shall receive a monthly payment of \$51,299.55 on or about the first of the month following the month of service, effective July 1, 2018. The annual amount payable for these services is \$615,594.60 for 4.8 FTE (full time equivalent) Qualified Mental Health Professional (QMHP) and 1.2 FTE Qualified Mental Health Associate (QMHA).

B. As compensation for performing the duties described in Exhibit A of Amendment #1 (“Exhibit A Services”), item A, medically necessary short-term and intensive services to families, following receipt and approval of billing documents, Contractor shall receive a monthly payment of \$6,438.15 per month per 1.0 FTE on or about the first of the month following the month of service, effective July 1, 2018. The annual amount payable for Exhibit A Services, item A is \$309,031.20 for 4.0 FTE.

C. As compensation for performing the duties described in Exhibit A of Amendment #1 (“Exhibit A” Services), item D as amended by this Amendment #9, medically necessary and short-term outpatient family and individual therapy and case management to adults (19 and older) enrolled in Yamhill CCO OHP, following receipt and approval of billing documents, Contractor shall receive a monthly payment of \$9,073.94 per 1.0 FTE QMHP and \$1,766.67 per month for .53 FTE Administrative Assistant on or about the first of the month following the month of service effective July 1, 2018. The annual amount payable for Exhibit A Services, item D is \$402,305.52 for 3.5 FTE QMHP and .53 FTE Administrative Assistant.

D. As compensation for providing Healthy Relationships Contractor shall receive \$3,629.58 per month effective July 1, 2018. The annual amount payable for Healthy Relationships is \$43,554.96 for .4 FTE.

E. Pay for Performance metrics will be calculated on a weighted average with 20% proportion for the period of July 1, 2018 through December 31, 2018 and 80% proportion for the period of January 1, 2019 through June 30, 2019.”

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 #9, 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 #9 on behalf of County and Contractor hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #9 and has taken all action required to authorize such party (and each person executing this Amendment #9 on behalf of such party) to enter into this Amendment #9, 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 #9 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 #9 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #9.

10. Recitals. The foregoing recitals are intended to be a material part of this Amendment #9 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 #9 in duplicate, each of which shall be deemed an original on the date executed by all parties.

LUTHERAN COMMUNITY SERVICES NORTHWEST

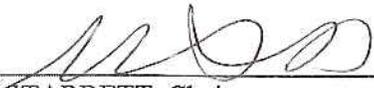
YAMHILL COUNTY, OREGON

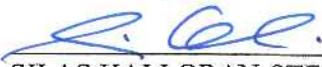
By: 
(signature)
Date: June 18, 2018

David Duea
(printed name)

President & CEO
(title)

Fed. Tax I.D. No: 93-038-6860


MARY STARRETT, Chair
Board of Commissioners
Date: 6/21/18


SILAS HALLORAN-STEINER, Director
Department of Health & Human Services
Date: 6/20/18

FORM APPROVED BY:

CHRISTIAN BOENISCH
County Counsel
Date: 6/20/18

Exhibit A

School-Based Behavioral Health

- Vision/reason for the initiative

According to the U.S. Department of Health and Human Services (HHS), one in five children will experience a mental health problem during their school years. The number of children who have experienced trauma, child abuse and neglect, institutionalized oppression, stress, anxiety, bullying, family problems, depression, and alcohol and substance abuse are on the rise. In 2016, HHS estimated that up to 60% of students nationwide did not receive the mental health treatment they needed due to stigma, economic hardship, and a lack of access to services -- that number increased to nearly 84% in rural areas. Of those who do get help, nearly two thirds do so only in school.

The goal of Lutheran Community Services Northwest's School-Based Mental Health Program (SBMH) is to provide YCCO eligible elementary-school-aged children and their families access to trauma-informed, culturally sensitive mental health services on campus during a student's school day. This will be accomplished by providing students and their families with early engagement, prevention, individual support, and child outpatient mental health services to reduce lost instructional time experienced by students who would typically seek these services off campus.

- Who will we serve and with what model

The School-Based Mental Health Program (SBMH) will provide medically necessary, trauma-informed, culturally sensitive, responsive services to children enrolled in select elementary schools in the Amity, McMinnville, and Newberg school districts. Responsive services are mental health counseling activities that have been designed to meet the needs, concerns, or challenges that impede or distract children from thriving socially, emotionally, and academically. Activities include individual counseling, family therapy, and therapeutic group activities. SBMH will also provide care coordination, case management, and consultation with school staff, primary caregivers, and community agencies on the student's behalf. School districts who have contracted with the SBMH will be provided with prevention services, Kindergarten transition programming, mental health consultation support, and school staff training on mental health topics.

The following chart outlines the continuum of school-based mental health services that will be provided, which includes funding sources:

SERVICE TYPE:	Prevention Services	Early Engagement Services	Individual Support Services	Child Outpatient Services
LOCATION OF SERVICE:	School	School	School	School and/or Clinic
WHO PROVIDES SERVICE:	SBMH QMHP/QMHA	SBMH QMHP/QMHA	SBMH QMHP/QMHA	SBMH QMHP or Clinic QMHP
TYPE OF SERVICE PROVIDED:	<ul style="list-style-type: none"> • Classroom presentations • Parent education • School events • Outreach • Participation in problem-solving team meetings 	<ul style="list-style-type: none"> • School conferences • Consultation with teachers and parents • Youth and parent support groups • Drop-in mental health services and triage • Referrals for other services • Skill-building groups • Role in flight teams • Kindergarten transition • In-bound school transition support and triage 	<ul style="list-style-type: none"> • Individual skill building • Individual emotional support • School conflict resolution • Parent conflict resolution • Crisis support • Participation in flight teams • Role in risk assessments • IEP and 504 plan consultation and support • Referrals and coordination of care for other services, including YCFY Crisis Team, HHS, DD, Public Health, CBOs, etc. 	<p>Services per OARs:</p> <ul style="list-style-type: none"> • Intake with consents • Mental Health Assessment • Individualized and collaborative treatment plans • Progress Notes • Evidence-based practices for individual, family, group therapies • File management • Care coordination between services and providers
FUNDING SOURCE FOR SERVICES:	School Contract	School Contract	OHP and School Contract	OHP and School Contract

SERVICE TYPE:	Prevention Services	Early Engagement Services	Individual Support Services	Child Outpatient Services
PARENT/ GUARDIAN CONSENT:	Not required. Services provided as part of regular school activities.	Yes, for some services, acquired through school referral and completion of ROI. Other services provided as part of daily school programming.	Yes. Consent form with communication with parent about concerns and outcomes of services. Notify parent of client's move from skill building services to an individual support service. May include referrals to other services.	Full consent required.

- How will it be staffed and interns be supported (Included admin, clinical supervisor and direct service positions)

The School-Based Mental Health Program (SBMH) will be staffed by one (1) full-time equivalent (FTE) School-Based Clinic Manager/Clinician (QMHP), three (3) 1.0 FTE School-Based Mental Health Clinicians (QMHP), one (1) 0.5 FTE School-Based Mental Health Associate (QMHA), and one (1) 0.42 FTE School-Based Mental Health Clinician Intern (QMHP-I).

The 0.42 FTE School-Based Mental Health Clinician Intern (QMHP-I) will be supported by the School-Based Clinic Manager/Clinician functioning as the Field Instructor, the Mental Health Clinic Director functioning as the Task Supervisor, and the Mental Health Clinical Supervisor providing clinical supervision.

All SBMH staff will be supported by weekly SBMH staff meetings, individual supervision with the School-Based Clinic Manager/Clinician, and monthly participation in Mental Health Clinic and agency-wide staff meetings.

LCS will participate in monthly meetings with YCHHS to collaboratively establish referral pathways, enhance evidence-based model of care, and maintain a unified approach to supporting local schools across Yamhill County. These meetings will include all staff serving schools from YCHHS and LCS and given clinicians a chance to build relationships and have input on model design and problem-solve around system issues, as well as consult on clinical issues as appropriate.

- Will non OHP members be served and how will that be paid for

The School-Based Mental Health Program (SBMH) prioritizes providing mental health counseling services to participants in the Oregon Health Plan. School-based mental health counseling services for children and their families not covered by OHP will be paid for through contracts with each participating school district. Non-OHP students will receive services through contracts with participating schools using similar cost allocation method and model of care as developed by Yamhill County Health and Human Services.

Exhibit B

Behavioral Health Sheridan Clinic

- Vision/reason for the initiative

In the West Valley region of Yamhill County, families are struggling with a multitude of environmental stressors including but not limited to poverty, substance abuse and a general lack of community resources. A local housing crisis means more families are pushed out of urban/suburban areas, adding further pressure and poverty to the West Valley communities. Sheridan and Willamina school districts are serving an increased number of children who require more behavior support and whose families have many unmet needs. These environmental stressors are strongly correlated with behavioral health conditions, and there is a need to increase access to quality behavioral health services.

Compared to other communities in Yamhill County, there are significantly fewer social services in the West Valley despite a high need for services. According to United Way, there is a disparity for people seeking help for mental health and substance abuse services, housing and shelter assistance, income support and employment services in West Valley. The lack of community supports in the West Valley is not only leading to increased behavioral health conditions, they are exacerbating folks' mental health challenges that are significantly decreasing their ability to live healthy and productive lives.

The goal of the Sheridan Behavioral Health Clinic is to provide culturally-informed mental health services to individuals and families living in West Valley. Objectives include: increase access to mental health services; create a safe and trauma-informed environment where all individuals feel welcomed; decrease stigma of mental health conditions in the community; increase collaboration with community partners to coordinate services; incorporate substance use disorder treatment; integrate behavioral health and physical health services.

Additionally, the Sheridan Behavioral Health Clinic will collaborate with local schools to support children in transitioning from Preschool to Kindergarten and to identifying children who may benefit from early onset mental health services. Future services may include increasing Kindergarten readiness by developing summer programs aimed at increasing children's social and emotional development. Consultation services with local schools may also support school staff in developing increased knowledge of mental health conditions and how to support children experiencing distress and modifying classroom environments to be more trauma-informed.

- Who will we serve and with what model

The Sheridan Behavioral Health Clinic will initially provide office-based individual/family psychotherapy, case management, family stabilization services and psychiatric services

to individual who are enrolled in the Oregon Health Plan and are assessed at a level of care A or B as defined by Yamhill County Health and Human Services.

Unmet needs in the community	Root cause	Service Delivery	Outcomes
Families experiencing barriers in accessing supports and services.	Mistrust of systems and supports (historical trauma) Transportation barriers (Most services are 20 miles away)	Family Resource Manager* -Focused on providing supports to families of young children -Trusted local staff work closely with the schools to identify families -Connects families to physical and behavioral health services and prevention programs	-Work with families to reduce barriers -Connects families to tangible supports such as Diapers, Clothing and transportation vouchers
High incidence of Behavioral health disorders and challenges getting to treatment/services	-Transportation challenges. -Stigma	Additional services* -Mental Health Counseling to children and adults through collaboration with the WVMC run Sheridan health Clinic -Out stationed Chemical dependency provider	-Anonymous and integrated behavioral health in known and trusted clinic

* We have the ability to provide these services in English and Spanish

-Indicates complimentary services funded by the community

- How will it be staffed and interns be supported

The Sheridan Behavioral Health Clinic will be staffed by 1 FTE QMHP and .53 administrative support. Additionally, the Direction of Mental Health Services will be onsite 1 day/week to assist in the development and management of the behavioral health clinic. Master's level interns may be recruited to increase access to individuals seeking mental health services. The Master's level interns will receive no less than weekly supervision from a supervisor who meets the requirements of their institution.

- Will non OHP members be served and how will that be paid for

Per the conditions of the contract with Yamhill County Health and Human Services, non-OHP members will not be eligible for services provided by the Sheridan Behavioral Health Clinic. If clients, who are currently enrolled in the Oregon Health Plan, lose coverage, then they will be supported in transitioning to a new provider covered by their health insurance.