

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

THIS TENTH AMENDMENT TO AGREEMENT (“**Amendment #10**”) is made effective July 1, 2019 between **Yamhill County**, a political subdivision of the State of Oregon acting by and through its Health and Human Services Department, Behavioral Health Programs (“**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**”); September 8, 2017 memorialized as Board Order 17-253 (“**Eighth Amendment**”) and on June 21, 2018 memorialized as Board Order 18-210 (“**Ninth 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 #9 is hereby amended to delete Exhibit A “**School Based Behavioral Health**” and Exhibit B “**Behavioral Health (Sheridan Clinic)**” of Amendment #9 in their entirety and replace with Exhibit A “**School Based Behavioral Health**” and Exhibit B “**Behavioral Health West Valley Clinics (Sheridan and Willamina)**” of this Amendment #10 which are 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 #9 is hereby amended as follows:

“A. As compensation for performing duties required by Section 2 as amended by this Amendment #10, treatment and counseling to OHP members age 18 and under, following receipt and approval of billing documents, Contractor shall receive a monthly payment of \$54,473.39 on or about the first of the month following the month of service, effective July 1, 2019. The annual amount payable for these services is \$653,680.68 for 4.8 FTE (full time equivalent) Qualified Mental Health Professional (QMHP) and 1.53 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 \$6,566.91 per month per 1.0 FTE on or about the first of the month following the month of service, effective July 1, 2019. The annual amount payable for Exhibit A Services, item A is \$315,211.68 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 #10, 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 \$9,255.42 per 1.0 FTE QMHP and \$1,802.00 per month for .53 FTE Administrative Assistant on or about the first of the month following the month of service effective July 1, 2019. The annual amount payable for Exhibit A Services, item D is \$410,351.64 for 3.5 FTE QMHP and .53 FTE Administrative Assistant.

D. As compensation for providing Healthy Relationships Contractor shall receive \$3,702.17 per month effective July 1, 2019. The annual amount payable for Healthy Relationships is \$44,426.04 for .4 FTE.

E. Subsection E of Amendment 9 is deleted in its entirety; removes the weighted average calculation language for Pay for performance metrics.

F. Contractor understands there is \$90,739.40 in carryover funds paid to provider in the 2018-2019 fiscal year; these carryover funds will be applied to the same service provisions in the 2019-2020 fiscal year.”

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

4. The balance of the Underlying Agreement remains unchanged.

5. Ratification. Except as otherwise expressly modified by the terms of this Amendment #10, 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.

6. Authority. County and Contractor and each of the persons executing this Amendment #10 on behalf of County and Contractor hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #10 and has taken all action required to authorize such party (and each person executing this Amendment #10 on behalf of such party) to enter into this Amendment #10, and (ii) the person signing on behalf of such party is authorized to do so on behalf of such entity.

7. Binding Effect. All of the covenants contained in this Amendment #10 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.

8. Counterparts. This Amendment #10 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #10.

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

**LUTHERAN COMMUNITY
SERVICES NORTHWEST**

By: 
(signature)
Date: June 28, 2019

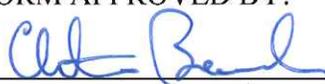
David Duea
(printed name)
President & CEO
(title)

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

YAMHILL COUNTY, OREGON


RICHARD L. "RICK" OLSON, Chair
Board of Commissioners
Date: 6/27/19


SILAS HALLORAN-STEINER, Director
Department of Health & Human Services
Date: 6/26/19

FORM APPROVED BY:

CHRISTIAN BOENISCH
County Counsel
Date: 6/27/19

Accepted by Yamhill County
Board of Commissioners on
6/27/19 by Board Order
19-227

Exhibit A

School-Based Behavioral Health

- Vision/reason for the initiative

The goal of Lutheran Community Services Northwest's School-Based Mental Health Program (SBMH) is to provide bilingual/bicultural, 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) provides medically necessary, bilingual/bicultural, trauma-informed, culturally sensitive, responsive services to children enrolled in the Oregon Health Plan attending elementary school in the Amity and McMinnville School Districts, and elementary and middle schools in the Newberg School District.

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 also provides bilingual care coordination, case management, limited medication management, and consultation with school staff, primary caregivers, and community agencies on the student's behalf. School districts who contract with LCSNW may also be provided with prevention services, behavioral health screenings, 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 are 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

SERVICE TYPE:	Prevention Services	Early Engagement Services	Individual Support Services	Child Outpatient Support Services
TYPE OF SERVICE PROVIDED:	<ul style="list-style-type: none"> • Classroom presentations • Parent education • School events • Outreach • Participation in problem-solving team meetings • Individual skill building • Child and family advocacy • Behavioral Health Screenings • School attendance support • Basic life skills education • Referrals and coordination of service to CBOs, PCPs, HHS, DD, Public Health, etc. 	<ul style="list-style-type: none"> • School conferences • Consultation with teachers and parents • Parent education • Referrals for other services • Skill-building groups • In-bound school transition support and triage through Behavioral Health Screenings • School attendance support • Basic life skills education 	<ul style="list-style-type: none"> • Individual skill building • Individual emotional support • School conflict resolution • Parent conflict resolution • 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 • Health-record management • Care coordination • Limited medication management
FUNDING SOURCE FOR SERVICES:	McMinnville School District Contract (McMinnville)	McMinnville School District Contract (McMinnville)	OHP (All schools); McMinnville School District Contract (McMinnville)	OHP (All schools); Austin Family Foundation/OCF Grant (Newberg)
PARENT/GUARDIAN CONSENT:	Yes, for some services, acquired through school referral and completion of ROI. Other services provided as part of school programming. Consents obtained if Behavioral Health Screen indicates need to more intensive services.	Yes, for most services, acquired through school referral and completion of ROI. Other services provided as part of school programming. Consents obtained if Behavioral Health Screen indicates need to more intensive services.	Yes. Consent form with communication with caregiver about concerns and outcomes of services. Notify caregiver of child'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) 1.0 FTE SBMH Program Supervisor/Clinician (QMHP), three (3) 1.0 FTE SBMH Clinicians (QMHP), one (1) 1.0 FTE School-Based Mental Health Associate (QMHA), two (2) 0.42 FTE School-Based Mental Health Clinician Interns (QMHP-I), and one (1) 0.42 FTE SBMH Associate Intern (QMHA-I)

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

The one 0.42 FTE SBMH Associate Intern (QMHA-I) will be supported by the SBMH Program Supervisor/Clinician functioning as the Field Instructor and 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 SBMH Program Supervisor/Clinician, and monthly participation in Mental Health Clinic and agency-wide staff meetings. The SBMH Program Supervisor/Clinician will be supported with weekly supervision from the Clinic Manager.

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, giving clinicians a chance to build relationships, have input on model design, problem solve systems issues, and consult on clinical issues.

- 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. SBMH 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 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. Non-OHP students in the Newberg School District receive services through a grant awarded to LCSNW by the OCF/Austin Family Foundation.

Exhibit B

Behavioral Health West Valley Clinics (Sheridan and Willamina)

- Vision/reason for the initiative

In the West Valley region of Yamhill County, many families are struggling with myriad socioeconomic and environmental stressors, such as poverty, substance abuse, and a general lack of community resources, to name a few. Shrinking vacancy rates and a dwindling supply of affordable housing means more families are pushed out of population centers into more rural 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 stressors are strongly correlated with behavioral health conditions, and there is a need to increase access to quality behavioral health services. Access to behavioral health services that use proactive, preventative approaches have been associated with increases in academic engagement, academic achievement, and reductions in suspensions and school dropouts.

The goal of the West Valley Behavioral Health Clinics is to provide bilingual (English and Spanish), trauma-informed, culturally sensitive mental health services to individuals and families living in West Valley. In collaboration with community partners, LCSNW increases access to mental health services by reducing barriers to obtaining services while providing supports to help facilitate consistent participation in those services.

- Who will we serve and with what model?

The West Valley Behavioral Health Clinics provides bilingual (English and Spanish) office-based individual/family psychotherapy, case management, family stabilization services, and psychiatric services to individuals 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.

Identified 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	Provide supports to families of young children Work closely with the schools to refer	Reduced barriers to accessing services Connect families to tangible supports, such as diapers,

Identified needs in the community	Root cause	Service Delivery	Outcomes
	services are 15-20 miles away)	families who may benefit from services Connect families to physical and behavioral health services and prevention programs	clothing, and transportation vouchers
High incidence of behavioral health conditions and challenges accessing medically necessary services	Transportation challenges Stigma	Mental health counseling to children and adults	Increased accessibility to services and coordination of care with PCPs Higher compliance with treatment recommendations



Indicates complimentary services funded by the community

- How will it be staffed and interns be supported

The West Valley Behavioral Health Clinics will be staffed by one (1) 1.0 FTE QMHP, one (1) 0.42 FTE QMHP Intern, and one (1), 0.53 FTE administrative support staff. Additionally, the Clinic Manager will be onsite 1 day/week to assist in the development and management of the behavioral health clinic. The QMHP Intern receives 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

Services are prioritized for OHP-covered individuals in accordance with the LCSNW contract with Yamhill County Health and Human Services. If an individual who receiving covered services under OHP loses coverage, they will be supported in transitioning to a new provider covered under their non-OHP insurance plan, or through a sliding-scale, fee-for-service agreement with LCSNW on a space-available basis.

B.O. 19-227
EXHIBIT "A"