

**THIRD AMENDMENT TO AGREEMENT
FOR RESPITE SERVICES
CATHOLIC COMMUNITY SERVICES**

THIS THIRD AMENDMENT ("Amendment #3") is made effective October 1, 2019 by and 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 Catholic Community Services of the Mid-Willamette Valley and Central Coast, an Oregon nonprofit corporation located at 117 NE 5th Street, McMinnville, Oregon 97128 Tax ID #93-0903773 ("Contractor").

RECITALS:

1. County and Contractor are parties to that certain agreement dated as of July 20, 2015 (the "Underlying Agreement"). The Underlying Agreement is memorialized in Yamhill County records as Board Order 15-236. The Underlying agreement was first amended on December 21, 2016, memorialized as Board Order 16-520. The Underlying agreement was further amended on April 26, 2018, memorialized as Board Order 18-121. Pursuant to the Underlying Agreement, Contractor provides medically necessary services for its clients with serious emotional and/or behavioral challenges. County and Contractor now desire to further amend the Underlying Agreement upon the terms and conditions as more particularly set forth herein below.
2. 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 as amended by Amendment #2 is hereby amended to include the following:

"Catholic Community Services will hire, train and supervise one full time equivalent Skill Builder to work specifically with youth receiving respite at the Lodge. The Skill Builder's hours will be designated so that support will be available for youth staying at the Lodge over the weekend.

Catholic Community Services will upgrade the current water delivery system including installation of a holding tank."

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

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

"As compensation for providing one full time equivalent Skill Builder, Contractor shall receive a monthly payment of \$4,555.75 in addition to the \$35,024.89 monthly payment for Services. The maximum amount payable for the performance of Services under this Agreement for the period of October 1, 2019 through September 30, 2020 is \$474,967.68.

Additionally, Contractor shall receive a one-time payment of \$3,000.00 for the upgrade to the current water delivery system.

The maximum not to exceed amount for services under this agreement is \$1,775,328.44."

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 #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.

(signature page follows)

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.

CATHOLIC COMMUNITY SERVICES

By: *Joshua Graves*
(signature)
Date: 9/16/2019

Joshua Graves
(printed name)

Deputy Executive Director
(title)

Tax ID No.: on file

YAMHILL COUNTY, OREGON

Rick Olson
RICHARD L. "RICK" OLSON, Chair
Board of Commissioners
Date: 10-16-19

Silas Halloran-Steiner
SILAS HALLORAN-STEINER, Director
Department of Health & Human Services
Date: 10/7/19

FORM APPROVED BY:
Christian Boenisch
CHRISTIAN BOENISCH
County Counsel
Date: 10/11/19

Catholic Community Services
Accepted by Yamhill County
Board of Commissioners on
10/10/19 by Board Order
19-404