

**FIRST AMENDMENT TO AGREEMENT  
FOR BEHAVIORAL HEALTH COUNSELING SERVICES  
Newberg School District**

THIS FIRST AMENDMENT TO AGREEMENT (“Amendment #1”) is made effective November 1, 2021, 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 Newberg School District (“Contractor”), 714 E 6<sup>th</sup> Street, Newberg, OR 97132.

**RECITALS:**

A. County and Contractor are parties to that certain agreement dated as of November 5, 2020 (the “Underlying Agreement”), pursuant to which County provides Behavioral Health Counseling services. The Underlying Agreement is memorialized in Yamhill County records as Board Order 20-389.

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 1 of the Underlying Agreement is hereby amended as follows:
  - a. Contractor agrees to reimburse County \$90,876.73 for a portion of County costs to pay 1.0 FTE Qualified Behavioral Health Associate and 1.0 FTE Qualified Behavioral Health Specialist to perform services under this agreement. County will issue seven equal invoices of \$12,982.39 per month beginning November 2021 through May 2022, on or about the last day of the month. Contractor will pay County within 15 days of receipt of the invoice. In no event will total payments by Contractor to reimburse County for services under this subsection exceed \$90,876.73 for the period of November 1, 2021, through June 30, 2022.
2. The balance Section 1 of the Underlying Agreement remains unchanged.
3. Section 2 of the Underlying Agreement is hereby amended as follows:
  - a. County services. In addition to 1.0 FTE Behavioral Health Associate provided for Alcohol and drug prevention and diversion, the County agrees to furnish for the benefit of Contractor 1.0 FTE Behavioral Health Specialist (herein “Employee”) to work with students and families of the Newberg School District to provide services generally provided by a qualified behavioral health practitioner. Examples of Employee’s duties are: crisis services; individual, family and group counseling; consultation to teachers and administrators; classroom observations and in-home services. Employee will commence providing services under this agreement about November 1, 2021. County agrees to meet periodically with Contractor to address any issues with performance to ensure proper structure for daily activities and to meet identified school need. County services.
4. The balance Section 2 of the Underlying Agreement remains unchanged.

5. Section 11 of the Underlying Agreement is hereby amended to extend the term of the agreement through June 30, 2022.

6. The balance of the Underlying Agreement remains unchanged.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

NEWBERG SCHOOL DISTRICT

By: [Signature]  
(signature)  
Date: 10.18.2021

Luke Neff  
(printed name)

Director of Strategic Partnerships  
(title)

YAMHILL COUNTY, OREGON

[Signature]  
MARY STARRETT, Chair  
Board of Commissioners  
Date: 11/4/21

Lindsey Manfrin  
Digitally signed by Lindsey Manfrin  
DN: cn=Lindsey Manfrin, ou=Yamhill County, ou=Public Health, email=lindsey.manfrin@yamhill.or.us  
Date: 2021.11.02 15:59:43 -0700  
LINDSEY MANFRIN, Director  
Department of Health & Human Services  
Date: \_\_\_\_\_

FORM APPROVED BY:  
[Signature]  
CHRISTIAN BOENISCH  
County Counsel  
Date: 11/9/21