

**FIRST AMENDMENT TO AGREEMENT  
FOR PARENT COACHING & SCHOOL BASED BEHAVIORAL HEALTH SERVICES  
LUTHERAN COMMUNITY SERVICES NORTHWEST**

THIS FIRST AMENDMENT TO AGREEMENT (“Amendment #1”) is made effective July 1, 2022, 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 (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 July 8, 2021, (the “Underlying Agreement”), pursuant to which Contractor provides parent coaching and school based behavioral health services. The Underlying Agreement is memorialized in Yamhill County records as Board Order 21-281.
- 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 4 “Reporting” of the Underlying Agreement is hereby amended to include the following: “Contractor agrees to prepare and furnish quarterly reports and data including but not limited to:

A. School Services:

- 1) Number of unique students served by age and gender (can be grouped by pre-school, school age (elementary, middle-school and high school) and adult (and seniors, if known).
- 2) Number of suicide screens/safety plans
- 3) Diagnosis, level of care, start and end date for episode of care

B. Parent Coaching

- 1) TTRS Parent Coaching data to include service hours linked to specific client identification numbers.

2. The balance of Section 4 of the Underlying Agreement remains unchanged.

3. Section 6 "Payment" of the Underlying Agreement is hereby amended to include the following:

"A. **Compensation for Services.** As compensation for performing the Services, following receipt and approval of billing documents, Contractor shall receive a payment of \$14,762.90 per month for providing Transitional Treatment and Recovery Support Parent Coaching services and \$32,518.72 per month for providing School Services for 3.0 FTE (full time equivalent) Qualified Mental Health Professional (QMHP) and .5 FTE Qualified Mental Health Associate effective July 1, 2022. The maximum amount payable for performance of Services under this Agreement is \$567,379.44 per year."

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 #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.

7. 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.

8. 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.

9. 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.

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

By:   
(signature)  
Date: June 30, 2022

David Duea  
(printed name)

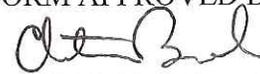
President & CEO  
(title)

Tax ID No.: 555056-6

**YAMHILL COUNTY, OREGON**

  
LINDSAY BERSCHAUER, Chair  
Board of Commissioners  
Date: 7-7-2022

Lindsey Manfrin  
Digitally signed by Lindsey Manfrin  
DN: cn=Lindsey Manfrin, o=Yamhill County, ou=Public Health, email=manfrin@yamhill.gov, c=US  
LINDSEY MANFRIN, Director  
Department of Health & Human Services  
Date: \_\_\_\_\_

FORM APPROVED BY:  
  
CHRISTIAN BOENISCH  
County Counsel  
Date: 7/8/22

Accepted by Yamhill County  
Board of Commissioners on  
7-7-2022 by Board Order  
# 22-213