

**FIFTH AMENDMENT TO AGREEMENT
FOR FAMILY SUPPORT SERVICES
OREGON FAMILY SUPPORT NETWORK**

THIS FIFTH AMENDMENT TO AGREEMENT ("Amendment #5") is made effective November 15, 2018 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 Oregon Family Support Network ("Contractor"), an Oregon nonprofit corporation, 4275 Commercial Street SE, Suite 180, Salem, OR 97302.

RECITALS:

A. County and Contractor are parties to that certain agreement dated as of September 25, 2014 (the "Underlying Agreement"). The Underlying Agreement is memorialized in Yamhill County records as Board Order ("BO") 14-580. The Underlying Agreement was first amended on July 2, 2015, memorialized as BO 15-234 ("First Amendment"). The Underlying Agreement was further amended on July 31, 2015 BO 15-287 ("Second Amendment"), December 21, 2016 BO 16-514 ("Third Amendment"), and May 31, 2018 BO 18-169 ("Fourth Amendment"). Pursuant to the underlying agreement, Contractor provides medically necessary intensive family support services to families in which children ages 0-19 enrolled in YCCO or Oregon Health Plan (OHP) Open Card are at risk of out of home placement, are reuniting with families after out of home placement, or are foster or adoptive families who have children experiencing disruptive placements. County and Contractor now desire to amend the Underlying Agreement upon the terms and conditions as more particularly set forth herein below.

B. 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 "Effective Date" is hereby amended as follows:

"The current term of this Agreement that began on July 1, 2018 is hereby extended through September 30, 2019. Upon conclusion of the current term of this Agreement, this Agreement will automatically be renewed on a year-by-year basis, under the same terms and conditions as set forth herein, unless terminated as allowed by Section 7 of this Agreement. It is understood by both parties that no commitments have been made or are made by either party beyond the termination of this Agreement."

2. Section 2 "Contractor's Services" of the Underlying Agreement as last amended in Amendment #4 is hereby amended to include the following:

"Contractor will maintain 2.5 FTE of Family Partners (total of 2.81 FTE with supervision and oversight) effective November 15, 2018."

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

4. Section 6 "Payment" of the Underlying Agreement as last amended by Amendment #4 is hereby amended to including the following:

"A. **Compensation for Services.** Effective November 15, 2018 as compensation for performing the Services required by Section 2, following receipt and approval of billing documents, Contractor shall receive a monthly payment of \$18,960.02 on or about the first of the month following the month of service. The November 2018 payment will be prorated at 50% of the monthly amount \$9,480.01. The maximum amount payable for the performance of Services under this Agreement for the period of November 15, 2018 through September 30, 2019 is \$199,080.21. The maximum amount payable under this Agreement is \$834,332.12."

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

6. The balance of the Underlying Agreement remains unchanged.

7. Ratification. Except as otherwise expressly modified by the terms of this Amendment #5, 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 #5 on behalf of County and Contractor hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #5 and has taken all action required to authorize such party (and each person executing this Amendment #5 on behalf of such party) to enter into this Amendment #5, 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 #5 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 #5 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #5.

11. Recitals. The foregoing recitals are intended to be a material part of this Amendment #5 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 #5 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.

OREGON FAMILY SUPPORT NETWORK

By: Sandra Bumpus
(signature)
Date: 1/9/2019

Sandra Bumpus
(printed name)

Executive Director
(title)

Tax ID No.: 93-144601

YAMHILL COUNTY, OREGON

Mary Starrett
MARY STARRETT, Chair
Board of Commissioners
Date: 1/15/19

Silas Halloran-Steiner
SILAS HALLORAN-STEINER, Director
Department of Health & Human Services
Date: 1/11/19

FORM APPROVED BY:
Christian Boenisch
CHRISTIAN BOENISCH
County Counsel
Date: 1/14/19