

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

THIS TWELFTH AMENDMENT TO AGREEMENT (“**Amendment #12**”) is made effective July 1, 2020 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**”), June 21, 2018 memorialized as Board Order 18-210 (“**Ninth Amendment**”); June 28, 2019 memorialized as Board Order 19-227 (“**Tenth Amendment**”); and on June 9, 2020 memorialized as Board Order 20-166 (“**Eleventh 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 3 of the Underlying Agreement as last amended by Amendment #11 is hereby amended to update all references to the “2017-2019 Intergovernmental Agreement for the Financing of Community Mental Health, Substance Use Disorders and Problem Gambling Services” to the “2019-2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services”.

2. The balance of Section 3 of the Underlying Agreement remains unchanged.
3. Section 6 of the Underlying Agreement as last amended by Amendment #11 is hereby amended as follows:

“A. As compensation for performing duties required by Section 2 as amended by Amendment #11, treatment and counseling to OHP members age 18 and under, following receipt and approval of billing documents, Contractor shall receive a monthly payment of \$67,570.19 on or about the first of the month following the month of service, effective July 1, 2020. The annual amount payable for these services is \$810,842.28 for 6.07 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 \$6,698.25 per month per 1.0 FTE on or about the first of the month following the month of service, effective July 1, 2020. The annual amount payable for Exhibit A Services, item A is \$321,516.00 for 4 FTE.

C. As compensation for performing the duties described in Exhibit A of Amendment #1 (“Exhibit A” Services), item D as amended by Amendment #11, 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 \$9,440.53 per 1.0 FTE QMHP and \$1,838.04 per month for .53 FTE Administrative Assistant on or about the first of the month following the month of service effective July 1, 2020. The annual amount payable for Exhibit A Services, item D is \$418,558.80 for 3.5 FTE QMHP and .53 FTE Administrative Assistant.

D. As compensation for providing Health Relationships Contractor shall receive \$3,776.21 per month effective July 1, 2020. The annual amount payable for Healthy Relationships is \$45,314.52 for .4 FTE.

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 #12, 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 #12 on behalf of County and Contractor hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #12 and has taken all action required to

authorize such party (and each person executing this Amendment #12 on behalf of such party) to enter into this Amendment #12, 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 #12 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 #12 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #12.

9. Recitals. The foregoing recitals are intended to be a material part of this Amendment #12 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 #12 in duplicate, each of which shall be deemed an original on the date executed by all parties.

LUTHERAN COMMUNITY SERVICES NORTHWEST

By: 
(signature)
Date: July 23, 2020

David Duce
(printed name)

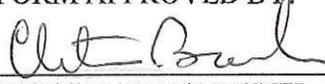
President & CEO
(title)

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

YAMHILL COUNTY, OREGON


CASEY KULLA, Chair
Board of Commissioners
Date: 7/30/2020


LINDSEY MANFRIN, Director
Department of Health & Human Services
Date: 7/27/20

FORM APPROVED BY:

CHRISTIAN BOENISCH
County Counsel
Date: 8/3/20

Accepted by Yamhill County
Board of Commissioners on
7/30/2020 by Board Order
20-244