

**SECOND AMENDMENT TO AGREEMENT
FOR TELEPHONIC CRISIS SUPPORT SERVICES
LINES FOR LIFE**

THIS SECOND AMENDMENT TO AGREEMENT (“Amendment #2”) is made effective March 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 Lines for Life, an Oregon nonprofit corporation, 5100 SE Macadam Avenue, Suite 400, Portland, OR 97239, Federal Tax Identification Number 93-0725294 (“Contractor”).

RECITALS:

A. County and Contractor are parties to that certain agreement dated as of December 21, 2016 (the “Underlying Agreement”), pursuant to which Contractor provides Telephonic Crisis Support services. The Underlying Agreement is memorialized in Yamhill County records as Board Order 16-518. The Underlying Agreement was first amended on June 29, 2017, memorialized as Board Order 17-251 (Amendment #1).

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 2 of the Underlying Agreement as last amended by Amendment #1 is hereby amended to remove DBT Coaching included in the “Lines for Life YCHHS Telephonic Crisis Support Services Proposal”, as defined in Exhibit B of the Underlying Agreement, effective March 1, 2021.

2. The balance of Section 2 remains unchanged.

3. Section 6 of the Underlying Agreement as last amended by Amendment #1 is hereby amended to remove the additional fee of \$17.48 per DBT call effective March 1, 2021.

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 #2, 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 #2 on behalf of County and Contractor hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #2 and has taken all action required to authorize such party (and each person executing this Amendment #2 on behalf of such party) to enter into this Amendment #2, 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 #2 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 #2 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #2.

10. Recitals. The foregoing recitals are intended to be a material part of this Amendment #2 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 #2 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.

LINES FOR LIFE

By: David Westbrook
(signature)
Date: 5/4/2021

David E. Westbrook
(printed name)

Chief Operating Officer
(title)

YAMHILL COUNTY, OREGON

Mary Starrett
MARY STARRETT, Chair
Board of Commissioners
Date: 5/13/2021

Lindsey Manfrin
Digitally signed by Lindsey Manfrin
DN: dc=us, dc=or, dc=yamhill, dc=co, ou=County, ou=PHS, ou=Public
Health, cn=Lindsey Manfrin, email=lmanfrin@yamhill.or.us
Date: 2021.05.11 11:28:54 -0700
LINDSEY MANFRIN, Director
Department of Health & Human Services
Date: _____

FORM APPROVED BY:
Christian Boenisch
CHRISTIAN BOENISCH
County Counsel
Date: 5/14/21