

**THIRD AMENDMENT TO AGREEMENT FOR
SCHOOL BASED HEALTH CENTER SERVICES
Sunrise Family Clinic LLC**

THIS THIRD AMENDMENT TO AGREEMENT (“Amendment #3”) is made by and between Yamhill County, a political subdivision of the State of Oregon acting by and through its Health and Human Services Department, (“County”) and Sunrise Family Clinic LLC (“Provider”), an Oregon limited liability company, 320 SE Baker Street, McMinnville, OR 97128.

RECITALS:

- A. County and Provider are parties to that certain agreement dated February 6, 2020 (the “Underlying Agreement”), pursuant to which Provider operates the McMinnville School District School Based Health Center (“McMinnville SBHC”). The Underlying Agreement is memorialized in Yamhill County records as Board Order 20-29. The Underlying Agreement was first amended on October 1, 2020, memorialized as Board Order 20-345 (“First Amendment”). The Underlying Agreement was further amended on May 13, 2021, memorialized as Board Order 21-175 (“Second Amendment”).
- B. County and Provider 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 Provider, 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 include the following: “Provider agrees to perform the services (the “Services”) included in the COVID-19 School-Based Health and Recovery award letter which is attached hereto as Exhibit A and incorporated herein by this reference.”
- 2. The balance of Section 2 of the Underlying Agreement remains unchanged.
- 3. Section 3 of the Underlying Agreement, as amended, is hereby further amended to include the following: “One-time funding in the amount of \$69,500 is added for the COVID-19 School Based Health and Recovery for the period ending June 30, 2022. The maximum amount due to Sunrise for performance of Services for the fiscal period of July 1, 2020, through June 30, 2022, is \$129,500.”
- 4. The balance of Section 3 of the Underlying Agreement remains unchanged.
- 5. Section 7 of the Underlying Agreement is hereby amended to include the following: “Provider will submit semi-annual narrative reports on grant activities included in Exhibit A.”
- 6. The balance of Section 7 of the Underlying Agreement remains unchanged.

7. The balance of the Underlying Agreement remains unchanged.
8. Ratification. Except as otherwise expressly modified by the terms of this Amendment #3, 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 Provider enforceable according to the terms thereof.
9. Authority. County and Provider and each of the persons executing this Amendment #3 on behalf of County and Provider hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #3 and has taken all action required to authorize such party (and each person executing this Amendment #3 on behalf of such party) to enter into this Amendment #3, and (ii) the person signing on behalf of such party is authorized to do so on behalf of such entity.
10. Binding Effect. All of the covenants contained in this Amendment #3 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.
11. Counterparts. This Amendment #3 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #3.
12. Recitals. The foregoing recitals are intended to be a material part of this Amendment #3 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 #3 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.

SUNRISE FAMILY CLINIC, LLC

By: Jacqui Terrill Cooke
 (signature)
 Date: 4/13/22

Jacqui Terrill Cooke, FNP-C, CNM
 (printed name)

Owner
 (title)

Tax ID No.: on file

Sunrise Family Clinic LLC
 Amendment 3

YAMHILL COUNTY, OREGON

Lindsay Berschauer
 LINDSAY BERSCHAUER, Chair
 Board of Commissioners
 Date: _____

Lindsey Manfrin
 LINDSEY MANFRIN, Director
 Department of Health & Human Services
 Date: 4/13/22

FORM APPROVED BY:
Christian Boenisch
 CHRISTIAN BOENISCH
 County Counsel
 Date: 4/14/22

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Accepted by Yamhill County
 Board of Commissioners on
3/31/22 by Board Order
 # 22-98

Exhibit A



Lindsey Manfrin
Yamhill County Health and Human Services
627 NE Evans St
McMinnville, OR 97128

CC: Jacqui Cooke
McMinnville SBHC (Sunrise Family Clinic)
320 SE Baker St.,
McMinnville, OR 97128

Dear Lindsey,

Congratulations! This letter is to inform Yamhill County that Sunrise Family Clinic has been chosen by the Oregon Health Authority Public Health Division (OHA-PHD) for a grant award through the COVID-19 School-Based Health and Recovery Funding Opportunity. Upon response from your organization with confirmation that this letter was received (**See Next Steps**), OHA will award you in the amount of **\$150,000** based on your proposal. This letter outlines the activities, deliverables, and support for implementation of these funds.

Activities

The Funds provided under this opportunity for COVID-19 School Based Services must only be used to support the activities below:

Address the increased mental health and outreach and engagement need resulting from COVID-19 pandemic and increase staff capacity at McMinnville SBHC to prevent COVID-19 related professional burnout and turnover.

- 1) Hire 0.8 FTE new coordinator to perform outreach, act as school and family liaison, and work with student advisory committee.
- 2) Increase hours of RN by 0.4 FTE.
- 3) Hire two .25 FTE student interns, one to support outreach and youth advisory and one to support RN and current medical staff. For interns, provide professional development opportunities. Preference will be given to students from communities experiencing health inequities.
- 4) Support current staff (behavioral and medical) with retention bonuses
- 5) Provide a hiring bonus for an open behavioral health counseling position
- 6) Increase bilingual staff capacity in one or all of the positions above.

Deliverables and Recipient Responsibilities

As a condition of receipt of these funds, the recipient is required to complete the following deliverables:

- Hire or increase FTE/personnel requested and provide retention/hiring bonuses by **April 30, 2022**.

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- Submit semi-annual narrative reports on grant activities through methods acceptable to OHA-PHD and in accordance with the Reporting Schedule below. OHA-PHD will provide a reporting template and guidance prior to report deadlines. Reporting schedule:
 - o Initial grant implementation report. Due Date: **September 30th, 2022**
 - o School Year 2022-2023 mid-year report. Due Date: **January 31st, 2023**
 - o School Year 2022-2023 end-of-year report. Due Date: **May 31st, 2023**
- The recipient must participate in monthly check-in meetings (via phone or email) with OHA Adolescent and School Health Program staff.

Payment

OHA-PHD will submit a budget note and amend the contracts under Program Element 44 in the January cycle of amendments. Grant funds awarded may be carried over from FY22 to FY23 within the biennium. However, all grant funds must be spent by June 30, 2023. As a reminder, this is a one-time federal grant.

Support

The SBHC State Program Office and Adolescent and School Health Unit will provide grantees with technical assistance and support throughout the grant cycle through monthly check-ins and other engagement opportunities. Staff will look to minimize reporting burden with simple and short reporting templates. You can contact Wes Rivers (wesley.r.rivers@state.or.us or 971-284-9023) with any questions related to the implementation of the grant funds.

Next Steps

We ask that you please respond to this notice acknowledging acceptance of the funds and the deliverables and responsibilities outlined herein by Thursday 12/16/2021 COB. Upon acceptance, OHA-PHD will begin the contract/grant amendment process.

We look forward to working with you on this opportunity and please do not hesitate to reach out to us with questions.



Wes Rivers

School-Based Health Recovery Strategist

Public Health Division

Oregon Health Authority

Accepted by Yamhill County
Board of Commissioners on
12/14/21 by Board Order
21-489