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**THIRD AMENDMENT TO AGREEMENT
LUTHERAN COMMUNITY SERVICES NORTHWEST
Healthy Start Services**

THIS THIRD AMENDMENT TO AGREEMENT ("**Amendment #3**") is made effective July 1, 2015 between **Yamhill County**, a political subdivision of the State of Oregon acting by and through its Department of Health and Human Services, Public Health Division ("County") and **Lutheran Community Services Northwest (LCSNW)**, an Oregon non-profit corporation, 4040 South 188th Street, Suite 300 SeaTac, WA 98188, Tax Identification Number 93-0386860 ("Contractor").

RECITALS:

A. County and Contractor are parties to that certain agreement dated as of May 16, 2013 (the "Underlying Agreement"), pursuant to which Contractor provides Healthy Start services for families with young children in Yamhill County.

B. The Underlying Agreement was first amended on July 2, 2013, ("First Amendment") and further amended on July 31, 2014 ("Second Amendment"). 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 Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth hereinbelow 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 is hereby amended to extend the Agreement term through September 30, 2015.
2. Section 5 of the Underlying Agreement is hereby amended to read as follows:
"5. Compensation; Payments. The Contractor agrees to perform the Services described in the Contract Documents and comply with the terms therein at the rates set forth in Contractor's responsive proposal; provided, however that the maximum amount due Contractor for completion of the performance of services for the period of July 1, 2015 through September 30, 2015 shall be \$30,894 (State General Fund) + up to \$13,125 in Medicaid Claiming ("Price) unless the Price is modified by executed Change Order or a modified award of the State of Oregon for Healthy Start for Yamhill County. Payments shall be made in monthly payments following submission of statements of service by Contractor and reviewed and approval by HHS for services funded with State Healthy Start General Funds. Medicaid Administrative Claiming funds will be paid to Contractor upon receipt of funds.

B.O. 15-294

3. 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 Contractor enforceable according to the terms thereof.

4. Authority. County and Contractor and each of the persons executing this Amendment #3 on behalf of County and Contractor 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.

5. 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.

6. 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.

7. 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.

**LUTHERAN COMMUNITY
SERVICES NORTHWEST**

(signature)

Date: _____

(printed name)

Title: _____

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

YAMHILL COUNTY, OREGON



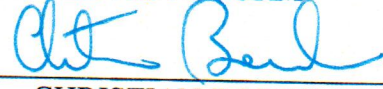
ALLEN SPRINGER, Chair

Date: 7-30-15



SILAS HALLORAN-STEINER, Director
Dept. of Health and Human Services

APPROVED AS TO FORM

By: 

CHRISTIAN BOENISCH
County Counsel

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Yamhill County and LCSNW
Healthy Start Services
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Accepted by Yamhill County
Board of Commissioners on
7-30-15 by Board Order
15-294

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**LUTHERAN COMMUNITY
SERVICES NORTHWEST**

Kay Reed
(signature)
Date: 7/28/15

Kay Reed
(printed name)

Title: Chief Financial Officer

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

YAMHILL COUNTY, OREGON

ALLEN SPRINGER, Chair
Date: _____

Silas Halloran-Steiner
SILAS HALLORAN-STEINER, Director
Dept. of Health and Human Services

APPROVED AS TO FORM

By: _____
CHRISTIAN BOENISCH
County Counsel