

**FIFTH AMENDMENT TO AGREEMENT
FOR PARENTING EDUCATION SERVICES
LUTHERAN COMMUNITY SERVICES NORTHWEST**

THIS FIFTH AMENDMENT TO AGREEMENT (“Amendment #5”) is made effective July 1, 2019 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 Lutheran Community Services Northwest (“Contractor”), an Oregon nonprofit corporation, 605 SE Cesar E. Chavez Boulevard, Portland, Oregon 97214, Tax Identification Number 93-0386860.

RECITALS:

A. County and Contractor are parties to that certain agreement dated as of July 30, 2015 (the “Underlying Agreement”), pursuant to which Contractor provides Parenting Education services. The Underlying Agreement is memorialized in Yamhill County records as Board Order 15-293. The Underlying Agreement was first amended on April 5, 2016, memorialized as Board Order 16-114 (“First Amendment”). The Underlying Agreement was further amended on August 11, 2016, memorialized as Board Order 16-326 (“Second Amendment”); July 28, 2018, memorialized as Board Order 17-252 (“Third Amendment”); and on June 20, 2019, memorialized as Board Order 18-209 (“Fourth Amendment”).

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 “Contractor’s Services” of the Underlying Agreement as last amended by Amendment #4 is hereby amended to include the following:

“A. 2019-2020 request for parent education classes which is attached hereto as Exhibit A and incorporated herein by this reference during the term of this Agreement.

B. Transitional Treatment and Recovery Support Parent Coaching services at 2.2 Full Time Equivalent (FTE) at the cost of \$74,421.18 per FTE.”

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

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

"A. Effective July 1, 2019, as compensation for providing parenting education as outlined in Exhibit A of this amendment, Contractor shall receive a payment of \$143,437.24 for the 2019-2020 fiscal year. Payment will be made monthly upon execution of this Amendment #5. As compensation for providing Transitional Treatment and Recovery Support Parent Coaching, Contractor will receive \$42.00 per hour of service. Payment will be made upon receipt of Contractor's monthly invoice and review of services by County. The maximum not to exceed amount for Parent Coaching services is \$163,726.60. In the event that Contractor is unable to meet targeted total numbers as outlined in Exhibit A of this Amendment #5, Contractor will be required to pay back any funds to County within 30 days of Agreement termination. The maximum amount payable for performance of Services under this agreement for the period of July 1, 2019 through June 30, 2020 is \$307,163.83.

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 #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.

7. 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.

8. 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.

9. 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.

10. 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.

LUTHERAN COMMUNITY SERVICES

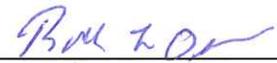
By: 
(signature)
Date: June 28, 2019

David Duea
(printed name)

President & CEO
(title)

Tax ID No.: 93-0386860

YAMHILL COUNTY, OREGON


RICHARD L. "RICK" OLSON, Chair
Board of Commissioners
Date: 6/21/19


SILAS HALLORAN-STEINER, Director
Department of Health & Human Services
Date: 6/26/19

FORM APPROVED BY:

CHRISTIAN BOENISCH
County Counsel
Date: 6/27/19

Exhibit A

Request for 2019-2020 Parent Education

Curriculum	Target audience	Description	Cost	Payment method	Number of classes	number of completers	Total
Mothers and Babies	Mothers at risk for developing depression and having a poor attachment to their child	12-week home visiting, transportation assistance, Outreach to medical providers,	\$1,567.65	Per completer	Home visiting	15	\$23,514.72
Mothers and Babies	Mothers at risk for developing depression and having a poor attachment to their child	6-week center based class with transportation assistance, meals, childcare	\$941.87	Per completer	4-English 4-Spanish	40	\$37,674.72
Parenting Traumatized children	This 3 day seminar helps parents understand trauma support traumatized children.	3-day seminar with food	\$375.81	Per completer	2 series of 3 seminars	16	\$6,012.94

B.O. 19-226
Exhibit 'A'

Curriculum	Target audience	Description	Cost	Payment method	Number of classes	number of completers	Total
Circle of Security	High-risk parents of young children	8 week class Focuses on breaking the generational cycle of child abuse. (Uses a certified instructor to teach this class)	\$2,791.70	Per class (Target class size is 8)	11	66	\$30,708.69
Making a Parenting a Pleasure	At risk and General population of parents parenting children 2-12	8 to 12 week General Parenting class that emphasizes self care, behavioral rewards, an positive attachment as a way to support children	\$2,791.70	Per class (Target class size is 8)	7	42	\$19,541.89
Parenting Teens	Parents of children 13-17	6-week class focusing on the challenges of parenting teens	\$2,147.46	Per class (Target class size is 8)	3	24	\$6,442.37

Curriculum	Target audience	Description	Cost	Payment method	Number of classes	number of completers	Total
Nurturing Parenting	At risk and General population of parents parenting children 2-12	12-week class focuses on behavioral rewards, an positive attachment as a way to support children	\$2,791.70	Per class (Target class size is 8)	5	24	\$13,958.50
Nurturing Fathers	At risk and General population of Fathers parenting children 2-12	8-12 week class focuses on positive attachment as a way to support children for Fathers	\$2,791.70	Per class (Target class size is 8)	2	12	\$5,583.40
			TOTAL			239	\$143,437.24

D.O. 19-226
Exhibit "A"