

**FIRST AMENDMENT TO AGREEMENT
Yamhill County and Virginia Garcia Memorial Health Center
Oregon Health Plan Contracted Services**

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment #1") is made effective August 18, 2014, between Yamhill County, a political subdivision of the State of Oregon, acting by and through its Department of Health and Human Services ("County"), and **Virginia Garcia Memorial Health Center ("VGMHC")**, an Oregon non-profit corporation 1151 N. Adair Street, Cornelius, OR 97113, Tax Identification Number 930717997.

RECITALS:

A. County and VGMHC are parties to that certain agreement dated as of May 1, 2014, Board Order 14-235 (the "Underlying Agreement"), pursuant to which VGMHC provides treatment and counseling to Yamhill Community Care Organization (YCCO) eligible Oregon Health Plan children and adult members and within the general guidelines set forth in County's membership agreement with the Mid Valley Behavioral Care Network and YCCO.

B. 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 VGMHC, intending legally to be bound, hereby agree as follows:

1. Section 1 of the Underlying Agreement is hereby amended to include the following: The Underlying Agreement is hereby extended through August 17, 2015 ("Extended Term"); provided, however, that the Extended Term applies only to the additional services as described in Section 2 of this Amendment #1.

2. Section 2 of the Underlying Agreement is hereby amended to include the following: VGMHC shall employ one additional full-time equivalent (FTE) post-masters degree bilingual intern to provide short-term mental health treatment. The intern will collaborate and consult with on-site behaviorists and other behavioral providers across the continuum of care. The intern will attend one week of boot camp training immediately upon effective date. Intern will provide services following the schedule below:

McMinnville office	two days per week
Newberg office	two days per week
Supervision and coordination	one day per week

Supervision of the intern will be by both a County identified staff and George Fox University identified staff and the expectation is that the intern will submit encounter data as a Qualified Mental Health Professional.

The intern shall comply with all documentation rules and other regulatory functions as required by the Oregon Health Authority or identified in the Oregon Administrative Rules and Oregon Revised Statutes.

3. Section 3 of the Underlying Agreement is hereby amended to include the following:

B.O. 14-595

Effective August 18, 2014 through August 17, 2015, as compensation for providing one additional FTE, VGMHC shall receive an additional \$22,000 paid in quarterly payments of \$5,500 on or about the first of the month proceeding the next three months of service.

4. The balance of the Underlying Agreement remains unchanged.

5. Ratification. Except as otherwise expressly modified by the terms of this Amendment #1, 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 constitute valid and binding obligations of County and VGMHC enforceable according to the terms thereof.

6. Authority. County and VGMHC and each of the persons executing this Amendment #1 on behalf of County and VGMHC hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #1 and has taken all action required to authorize such party (and each person executing this Amendment #1 on behalf of such party) to enter into this Amendment #1, and (ii) the person signing on behalf of such party is authorized to do so on behalf of such entity.

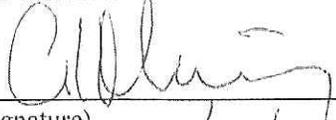
7. Binding Effect. All of the covenants contained in this Amendment #1 shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives and permitted successors and assigns.

8. Counterparts. This Amendment #1 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #1.

9. Recitals. The foregoing recitals are intended to be a material part of this Amendment #1 and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Amendment #1 on the date indicated by their duly authorized officials.

**VIRGINIA GARCIA MEMORIAL
HEALTH CENTER**

By: 
(signature)
Date: 9/23/14

Gil Muñoz
(printed name)

CEO
(title)

Tax ID No.: 930712997

YAMHILL COUNTY, OREGON


ALLEN SPRINGER, Chair
Board of Commissioners
Date: 10-2-14


SILAS HALLORAN-STEINER, Director
Department of Health & Human Services

Date: 9/29/14

FORM APPROVED BY: 
CHRISTIAN BOENISCH
County Counsel
Date: 9/29/14

Accepted by Yamhill County
Board of Commissioners on
10-2-14 by Board Order
14-595