

**AMENDMENT #3 TO PROFESSIONAL SERVICE AGREEMENT
(Contract Medical Director)
SHIRLEY ROFFE, MD**

This amendment #3 to the Professional Services Agreement (this "Amendment #3") is made effective July 1, 2018, between Yamhill County, a political subdivision of the State of Oregon, acting by and through its Health and Human Services Department, Adult Behavioral Health Division ("County"), and Shirley Roffe, [REDACTED] ("Provider").

A. County and Provider are parties to that certain agreement dated as of May 15, 2014, (the "Underlying Agreement")(BO 14-265) pursuant to which Provider provides professional psychiatric behavioral health services to clients of County as directed by the Adult Behavioral Health Manager and provides supervision of the medical program of County's Community Mental Health and Developmental Disabilities Program. The Underlying Agreement was first amended on August 6, 2015 (Amendment #1, BO 15-311) and was then again amended on July 14, 2016 (Amendment #2, BO 16-278).

B. County and Provider now desire to further amend the Underlying Agreement upon the terms and conditions as more particularly set forth herein below.

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, subsection 2 of the Underlying Agreement is amended increase the rate of pay for the services provided under the Underlying Agreement to \$133.31 per hour effective July 9, 2018. The balance of Section 2, subsection 2 of the Underlying Agreement remains unchanged.

2. The balance of the Underlying Agreement remains unchanged.

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 constitute valid and binding obligations of County and Provider enforceable according to the terms thereof.

4. 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.

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, this Amendment #3 on the date indicated by their duly authorized officials.

Shirley Roffe, MD

By: Shirley Roffe
(signature)

Date: 6/21/18

YAMHILL COUNTY

By: Mary Starrett
MARY STARRETT, Chair
Board of Commissioners

Date: 6/28/18

By: Silas Halloran-Steiner
SILAS HALLORAN-STEINER, Director
Department of Health and Human Services

Date: 6/22/18

APPROVED AS TO FORM:

By: Christian Boenisch
CHRISTIAN BOENISCH
County Counsel

Date: 7/2/18

Accepted by Yamhill County
Board of Commissioners on
6/28/18 by Board Order
18-237