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**AMENDMENT #1 TO INTERGOVERNMENTAL AGREEMENT  
TO FUND ACUTE CARE PSYCHIATRIC HOSPITAL ALTERNATIVE  
(Yamhill County and MVBCN County)**

This Amendment #1 to the intergovernmental agreement to fund acute care psychiatric hospital alternatives between Yamhill County, a political subdivision of the State of Oregon, acting through its Health & Human Services Department ("County") and the Mid Valley Behavioral Care Network, 1660 Oak Street SE, Suite 230, Salem, OR 97301-6940 ("MVBCN").

**RECITALS:**

A. County and MVBCN are parties to that certain agreement dated as of September 13, 2012 (the "Underlying Agreement"), pursuant to which MVBCN provides for Inpatient Psychiatric hospitalization authorization, utilization management of services and other duties for individuals within the scope of the Mid-Willamette Acute Care Council and MVBCN provides financial and data management in conjunction with the provision of acute care services and expenditures.

B. County and MVBCN now desire to 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 MVBCN, intending legally to be bound, hereby agree as follows:

1. Section A1 of the Underlying Agreement is hereby amended to read as follows:
  - a. Effective January 1, 2014 through the expiration of this agreement, County will pay MVBCN a total of \$1,822.92 per month for Inpatient Psychiatric hospitalization authorization, utilization management of services and other duties for individuals within the scope of MWACC.
  - b. Effective January 1, 2014 through the expiration of this agreement, and as limited by this paragraph, County will pay \$19,155.60 to reimburse for direct client services authorized by MVBCN staff that either divert individuals from acute psychiatric hospitalization or support a timely discharge from hospital level care. These services include, but are not limited to, transportation, medication and respite. Payment to MVBCN for direct client services will be made in monthly payments of \$1,064.20.
  - c. Effective January 1, 2014, through the expiration of this agreement, County will pay MVBCN to provide accounting, data and clerical support for services in A.1.a. and A.1.b. Payment to MVBCN will be made in monthly payments of \$492.92.
2. The balance of the Underlying Agreement remains unchanged.
3. 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

B.O.14-153

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 MVBCN enforceable according to the terms thereof.

4. Authority. County and MVBCN and each of the persons executing this Amendment #1 on behalf of County and MVBCN 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.

5. 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.

6. 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.

7. 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.

**MID-VALLEY BEHAVIORAL CARE NETWORK**

By: Janet Carlson  
JANET CARLSON, Chair  
MVBCN Board of Directors

Date: 2-26-14

**YAMHILL COUNTY**

By: Mary P. Stern  
MARY P. STERN, Chair  
Board of Commissioners

Date: 3/20/14

APPROVED AS TO FORM:

By: Wallace W. Lien  
Wallace W. Lien  
MVBCN Legal Counsel

Date: 2-24-14

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

Date: 3/19/14

APPROVED AS TO FORM:

By: Christian Boenisch  
CHRISTIAN BOENISCH  
County Counsel

Date: 3/14/14

Accepted by Yamhill County  
Board of Commissioners on  
3/20/14 by Board Order  
# 14-153