

**THIRD AMENDMENT TO AGREEMENT
CHILDREN'S NURSING SPECIALTIES, INC., dba NURSINGALE**

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 ("County"), and Children's Nursing Specialties, Inc., dba Nursingale, an Oregon nonprofit corporation, hereinafter referred to as "NURSINGALE".

RECITALS:

A. County and NURSINGALE are parties to that certain agreement dated as of July 1, 2013 (the "Underlying Agreement"), pursuant to which NURSINGALE provides skilled nursing care to client that is currently living in the County.

B. The Underlying Agreement was first amended on July 1, 2014 ("First Amendment"). The Underlying Agreement was further amended on October 1, 2014 ("Second Amendment"). County and NURSINGALE 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 NURSINGALE, intending legally to be bound, hereby agree as follows:

1. Section 1 of the Underlying Agreement is hereby amended to extend the term of the Underlying Agreement through June 30, 2016.

2. Section 2 of the Underlying Agreement is hereby deleted and replaced with the following: "Yamhill County agrees to pay NURSINGALE a negotiated rate of \$56.00 per hour for RN care and \$52.00 per hour for LPN care that is provided to CLIENT, not to exceed the maximum number of hours per month as assessed in the Adult Needs Assessment and identified in the Individual Support Plan. The number of hours may change periodically through the Agreement term as the assessed and planned needs of the CLIENT may change. The total not to exceed amount authorized under this Amendment is \$358,176."

3. The balance of the Underlying Agreement remains unchanged.

4. 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 NURSINGALE enforceable according to the terms thereof.

Accepted by Yamhill County
Board of Commissioners on

7-2-15 by Board Order
15-217

5. Authority. County and NURSINGALE and each of the persons executing this Amendment #3 on behalf of County and NURSINGALE 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.

6. 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.

7. 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.

8. 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.

**CHILDREN'S NURSING SPECIALTIES
dba NURSINGALE**

YAMHILL COUNTY, OREGON

By: Patti Sadowski
(signature)
Date: 6-9-15

Allen Springer
ALLEN SPRINGER, Chair
Board of Commissioners
Date: 7-2-15

Patti Sadowski
(printed name)

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

Executive Director
(title)

Date: 7/1/15

Tax ID No.: 59-3796997

FORM APPROVED BY:
Christian Boenisch
CHRISTIAN BOENISCH
County Counsel
Date: 6/30/15

Approved As To Form

by Christian Boenisch
County Counsel
Yamhill County

Accepted by Yamhill County
Board of Commissioners on
7.2.15 by Board Order
15-217