

**FIRST AMENDMENT TO AGREEMENT FOR
SCHOOL BASED HEALTH CENTER SERVICES
Sunrise Family Clinic LLC**

THIS FIRST AMENDMENT TO AGREEMENT (“Amendment #1”) is made by and between Yamhill County, a political subdivision of the State of Oregon acting by and through its Health and Human Services Department, (“County”) and Sunrise Family Clinic LLC (“Provider”), an Oregon limited liability company, 320 SE Baker Street, McMinnville, OR 97128.

RECITALS:

- A. County and Provider are parties to that certain agreement dated February 6, 2020 (the “Underlying Agreement”), pursuant to which Provider operates the McMinnville School District School Based Health Center (“McMinnville SBHC”). The Underlying Agreement is memorialized in Yamhill County records as Board Order 20-29.
- B. County and Provider 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 Provider, 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, 2021 and include the following: “On July 1, 2021 and each July 1 thereafter, this Agreement will automatically be renewed on a year-by-year basis, under the same terms and conditions as set forth herein, unless terminated in accordance with Section 9 of the Underlying Agreement.”

2. The balance of Section 1 of the Underlying Agreement remains unchanged.

3. Section 3 of the Underlying Agreement is hereby amended to include the following: “Effective July 1, 2020, payment will be made in two equal payments; the initial payment upon execution of this Amendment #1 and the second after February 1st following a services review and approval by County. Thereafter, payments will be made in two equal payments per year; one after September 1 and the second after February 1st following a services review and approval by County.”

4. The balance of Section 3 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, as further amended hereby, constitute valid and binding obligations of Provider enforceable according to the terms thereof.

6. Authority. County and Provider and each of the persons executing this Amendment #1 on behalf of County and Provider 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 on the date indicated by their duly authorized officials, this Amendment #1 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.

SUNRISE FAMILY CLINIC, LLC

By: J Terrill Cooke
(signature)
Date: 9/29/2020

Jacqui Terrill Cooke, FNP-C, CNM
(printed name)

Owner
(title)

Tax ID No.: on file

YAMHILL COUNTY, OREGON

Casey Kulla
CASEY KULLA, Chair
Board of Commissioners
Date: 10/1/2020

Lindsey Manfrin
LINDSEY MANFRIN, Director
Department of Health & Human Services
Date: _____

FORM APPROVED BY:
Christian Boenisch
CHRISTIAN BOENISCH
County Counsel
Date: 10/5/20