

**FIRST AMENDMENT TO 340B MEMORANDUM OF AGREEMENT**

This FIRST AMENDMENT TO 340B MEMORANDUM OF AGREEMENT (the "**Amendment**") is entered into as of the last date signed below (the "**Amendment Effective Date**"), by and between the County of Mendocino a political subdivision of the State of California, ("**Public Entity**") and Willits Hospital Inc., a California nonprofit religious corporation, d.b.a. Adventist Health Howard Memorial ("**Hospital**").

**RECITALS**

A. Public Entity and Hospital are parties to that certain 340B Memorandum of Agreement entered into on August 9, 2023 (the "**Agreement**"); and

B. Public Entity and Hospital desire to amend the Agreement to modify the terms as set forth below.

**AGREEMENT**

IN CONSIDERATION of the foregoing recitals and the mutual promises and covenants contained herein, Public Entity and Hospital agree as follows:

1. **Defined Terms.** Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

2. **Section 4. (a).** Section 4 (a) of the Agreement is hereby amended and restated in its entirety to read as follows:

"4. (a) **Term.** This Agreement shall commence on the Effective Date and shall remain in force for a period of 1 year (the "**Initial Term**"). Upon the expiration of the Initial Term, this Agreement shall renew for a successive 1-year periods (each a "**Renewal Term**"), subject to the termination provisions of this Agreement. The Initial Term, together with all subsequent Renewal Terms, are collectively referred to herein as the "**Term.**"

3. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

4. **Continuing Effect of Agreement.** Except as herein provided, all of the terms and conditions of the Agreement remain in full force and effect.

5. **Reference.** After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

Signature Page Follows

**IN WITNESS WHEREOF**

**DEPARTMENT FISCAL REVIEW:**

By: [Signature]  
DEPARTMENT HEAD

Date: Nov 20, 2023

Budgeted: No  
Budget Unit: N/A  
Line Item: N/A  
Org/Object Code:  
Grant: No  
Grant No.: 'N/A'

**COUNTY OF MENDOCINO**

By: [Signature]  
GLENN MCGOURTY, Chair  
BOARD OF SUPERVISORS

Date: 12/05/2023

**ATTEST:**

DARCIE ANTLE, Clerk of said Board

By: [Signature]  
Deputy 12/05/2023

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: [Signature]  
Deputy 12/05/2023

**INSURANCE REVIEW:**

By: [Signature]  
Risk Management

Date: 11/17/2023

**HOSPITAL/COMPANY NAME**

By: [Signature]

Jeff Mock, Treasurer for Willits Hospital Inc. dba Adventist Health Howard Memorial

Date: 10/26/2023

**NAME AND ADDRESS OF HOSPITAL:**

Adventist Health Howard Memorial  
1 Marcela Drive  
Willits, CA 95490  
(707) 456-3012  
[Sandelks@ah.org](mailto:Sandelks@ah.org)

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

**COUNTY COUNSEL REVIEW:**

**APPROVED AS TO FORM:**

CHRISTIAN M. CURTIS,  
County Counsel

By: [Signature]  
Deputy

Date: 11/17/2023

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By: [Signature]  
Deputy CEO or Designee

Date: 11/17/2023

**Signatory Authority:** \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**  
Exception to Bid Process Required/Completed  'N/A'  
Mendocino County Business License: Valid   
Exempt Pursuant to MCC Section: Non-Profit