

14 JUL 31 P4 22

**SECOND ADDENDUM TO AGREEMENT FOR
PSYCHIATRIC SCREENING SERVICES**
(Yamhill County Health and Human Services and George Fox University)

THIS SECOND AMENDMENT TO AGREEMENT ("Amendment") is made effective March 1, 2014, between Yamhill County, a political subdivision of the State of Oregon, acting by and through its Department of Health and Human Services ("County") and George Fox University ("GFU"), a qualified 501(c)(3) organization and an Oregon nonprofit corporation located in Newberg, OR, tax identification number 93-0386839 ("Contractor").

RECITALS:

A. County and CONTRACTOR are parties to that certain agreement dated as of February 28, 2013 (the "Underlying Agreement"), pursuant to which Contractor provides psychiatric screening services for children and adults potentially at risk of harm to self or others.

B. The Underlying Agreement was first amended April 25, 2013 (Amendment #1) to add items to the Statement of Work (Exhibit A). County and Contractor 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 Contractor, intending legally to be bound, hereby agree as follows:

1. Section 3 of the Underlying Agreement is hereby amended to read in its entirety as follows:

"Compensation; Monthly Payments. GFU agrees to perform the Services described herein and comply with the terms and conditions of this Agreement. Upon execution of this Agreement GFU shall be paid an initial lump sum amount of \$3,300.00 to cover startup costs and the delivery of services from March 1, 2013 through April 30, 2013. Beginning May 1, 2013 and for all months thereafter during the entire term of this Agreement GFU shall be paid \$8,813.88 per month for the delivery of service items 2-21 on attached Exhibit A. For the delivery of service item 1 on attached Exhibit A, GFU shall be paid (i) \$12.00 per call for dialectical behavioral treatment program services; and (ii) \$60.00 per hour for law enforcement consultation services. Law enforcement consultation services shall be billed in 15 minute increments, with a 15 minute minimum charge. A weekly/monthly cap on hours may be negotiated between County and GFU. Beginning March 1, 2014, and for all months thereafter during the entire term of the Agreement Contractor shall be paid \$311 per mental health screening and assessment and \$68.00 per hour for triage/case management and consultation services provided at Willamette Valley Medical Center for adults and children who are insured by commercial health plans. The maximum not to exceed amount under this Agreement for service items 2-21 on Exhibit A is \$211,533.12. The maximum not-to-exceed amount under this Agreement for invoiced services (Item 1 on Exhibit A and Item 2-21 as well as mental health screening/assessment and triage/case management services provided at Willamette Valley Medical Center for adults and children who are insured by commercial health plans) is \$40,000. These maximum not-to-exceed amounts may only be modified in a writing signed by both parties."

B.O. 14-428

2. Section 4 of the Underlying Agreement is hereby amended to include the following:

“Beginning March 1, 2014, County agrees to pay Contractor upon receipt, review and approval of invoices from Contractor for delivery of service items 2-21 in Exhibit A when services are provided at Willamette Valley Medical Center for adults and children who are insured by commercial health plans. Invoices shall be submitted to County not less than quarterly.”

3. The balance of the Underlying Agreement remains unchanged.

4. Ratification. Except as otherwise expressly modified by the terms of this Amendment #2, 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 Contractor enforceable according to the terms thereof.

5. Authority. County and Contractor and each of the persons executing this Amendment #2 on behalf of County and Contractor hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #2 and has taken all action required to authorize such party (and each person executing this Amendment #2 on behalf of such party) to enter into this Amendment #2, and (ii) the person signing on behalf of such party is authorized to do so on behalf of such entity.

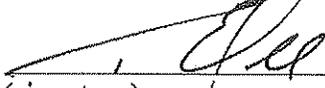
6. Binding Effect. All of the covenants contained in this Amendment #2 shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives and permitted successors and assigns.

7. Counterparts. This Amendment #2 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #2.

8. Recitals. The foregoing recitals are intended to be a material part of this Amendment #2 and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Amendment #2 on the date indicated by their duly authorized officials.

GEORGE FOX UNIVERSITY



(signature)

Date: 05-20-14

THEODORE E. ALLEN

(printed name)

CHIEF OPERATING OFFICER

(title)

Accepted by Yamhill County
Board of Commissioners on
7.24.14 by Board Order
14-478

YAMHILL COUNTY, OREGON



MARY P. STERN, Chair Allen Springer, Chair
Board of Commissioners

Date: 7-24-14



SILAS HALLORAN-STEINER, Director
Department of Health and Human Services

Date: 7/24/14

APPROVED AS TO FORM

By: 

CHRISTIAN BOENISCH

County Counsel

Date: 7/21/14

B.O. 14-428