

14 AUG 27 A9:41

**AMENDMENT #2 TO PROFESSIONAL SERVICE AGREEMENT
(Contract Psychiatric Services by Nurse Practitioner)
Jennifer Behnke, PMHNP**

This amendment #2 to the Professional Services Agreement (this "**Amendment #2**") is made effective July 7, 2014, between Yamhill County, a political subdivision of the State of Oregon, acting by and through its Health and Human Services Department, Adult Behavioral Health Division (hereinafter "County"), and **Jennifer Behnke, APN, BC PMHNP**, 960 NE 28th Street, McMinnville, OR 97128 (hereinafter "Provider").

- A. County and Provider are parties to that certain agreement dated as of September 27, 2012, (the "Underlying Agreement") pursuant to which Provider provides professional psychiatric nurse practitioner services to clients of County as directed by the Adult Behavioral Health Manager. The Underlying Agreement was first amended on July 1, 2013.
- B. County and Provider now desire to further 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 Provider, intending legally to be bound, hereby agree as follows:

1. Section 1 Paragraph 1 of the Underlying Agreement is amended to read as follows:
Provide professional psychiatric nurse practitioner services ("Services") to clients of County as directed by the HHS Director or designee. The manner and means of providing the Services under this Agreement shall be in the sole discretion and professional judgment of provider, subject to the direction of the treating licensed medical practitioner, if any, and the laws, rules and regulations relating to the provision of Services by County. Services under this Agreement shall be provided in places determined to be appropriate by Provider. Services shall include, but not be limited to, treatment of social/psychological disorders, direct treatment management, medical involvement with the administration of or care of persons requiring prescribed psychotropic medication, on-call consultation to staff members of County and authorized health care service providers in times of client crisis situations, and may include psychiatric support to persons with mental illness at Yamhill County Jail and other clinical sites, as directed by the HHS Director or designee. Provider shall also provide back up psychiatric medical service coverage to include psychiatric evaluation and medication management services in the Yamhill County Corrections Facility ("Facility"). Provider agrees to submit to any criminal background check or other security procedures required by County prior to providing services in the Facility. Provider further agrees to comply with all applicable County safety and security procedures during the entire term of this Amendment and the Underlying Agreement."

(Behnke, J.)

B.O. 14-508

2. Section 2 Paragraph 2 of the Underlying Agreement is amended to read as follows: Pay Provider for the services provided under this Agreement at the rate of \$87.55 per hour for services provided to the Adult Mental Health Program and at the Facility for up to twelve (12) hours per week and pay Provider an additional \$175.00 per seven day period for scheduled on-call crisis availability to carry a pager, call out will be paid at straight time up to 40 hours per week of employment and at time and a half for time spent on calls over the 40 hour work week. No minimum amount of hours is guaranteed Provider by this Agreement, but the parties understand the County intends to assign 12 hours of work per week as negotiated with HHS Director or designee.
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 Provider enforceable according to the terms thereof.
5. Authority. County and Provider and each of the persons executing this Amendment #2 on behalf of County and Provider 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.

(Signature page follows)

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.

Jennifer Behnke

By: _____

(signature)

Date: 7/30/14

YAMHILL COUNTY

By: _____

ALLEN SPRINGER, Chair
Board of Commissioners

Date: 8-20-14

By: _____

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

Date: 8/8/14

APPROVED AS TO FORM:

By: _____

CHRISTIAN BOENISCH
County Counsel

Date: 8/19/14

Accepted by Yamhill County
Board of Commissioners on
8.21.14 by Board Ord.
14-508

14 AUG 27 09:41

AMENDMENT #1 TO CONTRACT EMPLOYMENT AGREEMENT
Lisa Rivera
Psychiatric Behavioral Health Nurse Practitioner

This amendment #1 is to the Agreement between Yamhill County, a political subdivision of the State of Oregon, acting by and through its Health and Human Services Department, Adult Behavioral Health Division (hereinafter "Agency"), and Lisa Rivera, 636 S. Ponderosa Street, Canby, OR 97013 (hereinafter "Rivera").

- A. Agency and Rivera are parties to that certain agreement dated as of July 1, 2013, (the "Underlying Agreement") pursuant to which Rivera provides professional psychiatric behavioral health services to clients of Agency as directed by the Adult Behavioral Health Manager.
- B. Agency and Rivera 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, Agency and Rivera, intending legally to be bound, hereby agree as follows:

1. Section A Paragraph 1 of the Underlying Agreement is amended to read as follows: Provide professional psychiatric behavioral health services ("Services") to clients of Agency as directed by the HHS Director or designee. The manner and means of providing the Services under this Agreement shall be in the sole discretion and professional judgment of provider, subject to the direction of the treating licensed medical practitioner, if any, and the laws, rules and regulations relating to the provision of Services by Agency. Services under this Agreement shall be provided in places determined to be appropriate by Rivera. Services shall include, but not be limited to, treatment of social/psychological disorders, direct treatment management, medical involvement with the administration of or care of persons requiring prescribed psychotropic medication, on-call consultation to staff members of Agency and authorized health care service providers in times of client crisis situations, and may include psychiatric support to persons with mental illness at Yamhill County Jail and other clinical sites, as directed by the HHS Director or designee.
2. Section A Paragraph 3 of the Underlying Agreement is amended to read as follows: To provide up to 36 hours of service per week (inclusive of no more than one hour of travel time per day) dependent upon Agency needs for services and funding available. However, no minimum number of hours is guaranteed by this agreement.
3. Section B Paragraph 1 of the Underlying Agreement is amended to read as follows: To pay Rivera the sum of \$80.00 per hour for the services described in Section A as assigned by the HHS Director or designee and pay Rivera an additional \$175.00 per seven day period for scheduled on-call crisis availability to carry a pager, call out will be paid at

B.O. 14-508
(Rivera, Lisa)

straight time up to 40 hours per week of employment and at time and a half for time spent on calls over the 40 hour work week. No minimum amount of hours is guaranteed Rivera by this Agreement, but the parties understand the Agency intends to assign 36 hours of work per week (inclusive of no more than one hour of travel time per day) as negotiated with HHS Director or designee. Rivera shall be paid based on timesheets submitted using the normal pay period schedule for employees.

4. Section C Paragraph 4 of the Underlying Agreement is hereby amended to read as follows: The effective date of this amendment is July 9, 2014, with an initial term of July 9, 2014 through June 30, 2015. Thereafter this agreement shall automatically renew for succeeding fiscal years starting July 1, 2015 until sooner terminated as provided in paragraph 9.
5. The balance of the Underlying Agreement remains unchanged.
6. 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 constitute valid and binding obligations of Agency and Rivera enforceable according to the terms thereof.
7. Authority. Agency and Rivera and each of the persons executing this Amendment #1 on behalf of Agency and Rivera 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.
8. 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.
9. 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.
10. Recitals. The foregoing recitals are intended to be a material part of this Amendment #1 and are incorporated herein by this reference.

(Signature page follows)

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.

Lisa Rivera
By: [Signature]
(signature)

Date: 7/31/14

YAMHILL COUNTY
By: [Signature]
ALLEN SPRINGER, Chair
Board of Commissioners

Date: 8-24-14

By: [Signature]
SILAS HALLORAN-STEINER, Director
Department of Health and Human Services

Date: 8/8/14

APPROVED AS TO FORM:

By: [Signature]
CHRISTIAN BOENISCH
County Counsel

Date: 8/19/14

Accepted by Yamhill County
Board of Commissioners on
8-21-14 by Board Order
114-508

14 AUG 27 A9:41

**AMENDMENT #2 TO PROFESSIONAL SERVICE AGREEMENT
(Contract Psychiatric Services by Nurse Practitioner)
Gayle Woosley, PMHNP**

This amendment #2 to the Professional Services Agreement (this "**Amendment #2**") is made effective July 7, 2014, between Yamhill County, a political subdivision of the State of Oregon, acting by and through its Health and Human Services Department, Adult Behavioral Health Division (hereinafter "County"), and Gayle Woosley, 2303 Wooded Knoll Drive, Philomath, OR 97370 (hereinafter "Provider").

- gm*
- A. County and Provider are parties to that certain agreement dated as of March 31, 2011, (the "Underlying Agreement") pursuant to which Provider provides professional psychiatric behavioral health services to clients of County as directed by the Adult Behavioral Health Manager. The Underlying Agreement was first amended on July 1, 2013.
 - B. County and Provider now desire to further 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 Provider, intending legally to be bound, hereby agree as follows:

- 1. Section 1 Paragraph 1 of the Underlying Agreement is amended to read as follows: Provide professional psychiatric nurse practitioner services ("Services") to clients of County as directed by the HHS Director or designee. The manner and means of providing the Services under this Agreement shall be in the sole discretion and professional judgment of provider, subject to the direction of the treating licensed medical practitioner, if any, and the laws, rules and regulations relating to the provision of Services by County. Services under this Agreement shall be provided in places determined to be appropriate by Provider. Services shall include, but not be limited to, treatment of social/psychological disorders, direct treatment management, medical involvement with the administration of or care of persons requiring prescribed psychotropic medication, on-call consultation to staff members of County and authorized health care service providers in times of client crisis situations, and may include psychiatric support to persons with mental illness at Yamhill County Jail and other clinical sites, as directed by the HHS Director or designee.
- 2. Section 2 Paragraph 2 of the Underlying Agreement is amended to read as follows: Pay Provider for the services provided under this Agreement at (i) the rate of \$92.70 per hour for services provided to the Adult Mental Health Program for up to 13.5 hours per week; and (ii) the rate of \$108.15 per hour for services provided to the Family and Youth Program for up to 13.5 hours per week and pay Provider an additional \$175.00 per seven day period for scheduled on-call crisis availability to carry a pager, call out will be paid at straight time up to 40 hours per week of employment and at time and a half for time spent

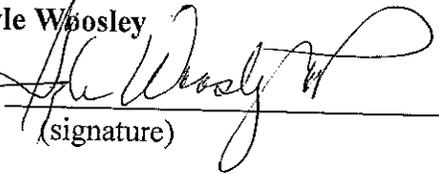
B.O. 14-508
(Woosley, Gayle)

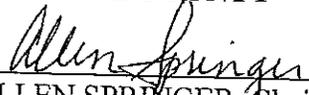
on calls over the 40 hour work week. No minimum amount of hours is guaranteed Provider by this Agreement, but the parties understand the County intends to assign 27 hours of work per week as negotiated with HHS Director or designee.

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 Provider enforceable according to the terms thereof.
5. Authority. County and Provider and each of the persons executing this Amendment #2 on behalf of County and Provider 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.

(Signature page follows)

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.

Gayle Woosley
By: 
(signature)
Date: 7/15/14

YAMHILL COUNTY
By: 
ALLEN SPRINGER, Chair
Board of Commissioners
Date: 8-20-14

By: 
SILAS HALLORAN-STEINER, Director
Department of Health and Human Services
Date: 7/17/14

APPROVED AS TO FORM:

By: 
CHRISTIAN BOENISCH
County Counsel
Date: 8/19/14

Accepted by Yamhill County
Board of Commissioners on
8-21-14 by Board Order
14-508