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

THIS THIRD AMENDMENT TO AGREEMENT ("**Amendment**") is made effective May 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 **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). The Underlying Agreement was further amended on July 24, 2014 (Amendment #2) to provide a payment mechanism for services provided at Willamette Valley Medical Center to adults and children insured by commercial health plans. 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 1 of the Underling Agreement is hereby amended to reflect the extended term from May 1, 2015 through April 30, 2017, unless sooner terminated as provided in Section 8. The balance of Section 1 remains unchanged. In addition, Section 2 of the Underlying Agreement is hereby deleted in its entirety and replaced with the following:

"Services; Administrative Support; Facilities. GFU shall assign the necessary staff to provide psychiatric screening services in accordance with applicable state and county standards, rules, regulations and requirements. The specific services are further detailed in the Statement of Work attached hereto as Exhibit A and incorporated herein by this reference (the "Services"). GFU will have access to County electronic medical records on identified clients in common and be required to add service contacts and progress notes to assist joint efforts to maintain a comprehensive clinical record in the County's Electronic Medical Record (EMR). GFU will be responsible to ensure that all of GFU's staff covered under this Agreement are fully training in Health Insurance Portability and Accountability Act (HIPAA) requirements, County's fraud and abuse policy as required by Centers for Medicare & Medicaid Services (CMS), complaints and abuse reporting rules and the Business Associate Agreement between County and GFU in an effort to ensure that County's records are used solely for the purposes intended under this Agreement. GFU further agrees to keep confidential any access codes or authorization to access County's EMR provided by County and to limit access to EMR to only those GFU employees, staff, directors, officers and agents who have a need to know and who receive specific written authorization to access County's EMR from County. Access to County's EMR may be withdrawn in its entirety or in part at the sole discretion of County. GFU shall provide services out of existing facilities located in Newberg OR 97132."

B.O. 15-117

2. Section 3 of the Underlying Agreement is hereby deleted in its entirety and replaced with the following:

“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 Amendment #3 GFU shall be paid a lump sum amount of \$3,380 to cover startup costs and the delivery of after-hours Dialectical Behavior Therapy (DBT) and Law Enforcement (LE) consultation services from May 1, 2015 through April 30, 2017. Beginning May 1, 2015 and for all months thereafter during the entire term of this Agreement GFU shall be paid \$10,353.00 per month for the delivery of services on attached Exhibit A not inclusive of Invoiced Services consisting of (i) after-hours DBT, (ii) after-hours LE consultation, (iii) psychological testing with interpretation and report by psychologist services and (iv) Exhibit A services 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. For the delivery of (i) after-hours DBT, (ii) after-hours LE consultation and (iii) psychological testing with interpretation and report by psychologist services, GFU shall be paid (i) \$12.00 per call for dialectical behavioral therapy services; (ii) \$60.00 per hour for law enforcement consultation services and (iii) \$650.00 per psychological testing with interpretation and report by psychologist. 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 services on attached Exhibit A is \$460,006.00 not inclusive of Invoiced Services The maximum not-to-exceed amount under this Agreement for Invoiced Services is \$180,000. These maximum not-to-exceed amounts may only be modified in a writing signed by both parties.”

3. Section 4 of the Underlying Agreement is hereby deleted in its entirety and replaced with the following:

“Beginning May 1, 2015, County agrees to pay GFU the agreed upon monthly amount for delivery services on attached Exhibit A not inclusive of Invoiced Services ((i) after-hours DBT, (ii) LE consultation services, (iii) psychological testing with interpretation and report psychologist services and (iv) Exhibit A 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). Payment shall be made in advance. For Invoiced Services, County agrees to pay GFU upon receipt, review and approval of invoices from GFU. Invoices shall be submitted to County not less than quarterly. Beginning March 1, 2014, County agrees to pay Contractor upon receipt, review and approval of invoices from Contractor for delivery of services 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. GFU shall establish such fiscal control and fund accounting procedures as are necessary to ensure proper expenditure of and accounting for the funds paid to GFU under this Agreement.”

4. Section 15 of the Underlying Agreement is hereby amended to include the following:
“GFU agrees to comply with data submission specifications by entering data in the MOTS (Measures and Outcome Tracking System) Client Entry Data Collection application as specified in the Oregon Health Authority’s (OHA) MOTS user guide located at: <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>. Billing documents must be received by County within 90 days after the date of service.”

The balance of Section 15 remains unchanged.

5. Exhibit A "Statement of Work" of the Underlying Agreement is hereby deleted in its entirety and replaced with Exhibit A "Statement of Work" of this amendment.

6. The balance of the Underlying Agreement remains unchanged.

7. 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 Contractor enforceable according to the terms thereof.

8. Authority. County and Contractor and each of the persons executing this Amendment #3 on behalf of County and Contractor 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.

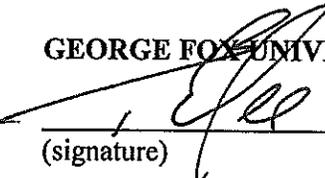
9. Binding Effect. All of the covenants contained in this Amendment #3 shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives and permitted successors and assigns.

10. 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.

11. 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.

GEORGE FOX UNIVERSITY



(signature)

Date: 4-22-15

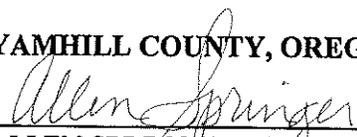
THEODORE E. ALLEN

(printed name)

EVP & COO

(title)

YAMHILL COUNTY, OREGON



ALLEN SPRINGER, Chair
Board of Commissioners

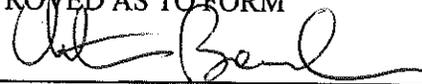
Date: 4-30-15



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

Date: 4/30/15

APPROVED AS TO FORM

By: 

CHRISTIAN BOENISCH
County Counsel

Date: 4/30/15

Accepted by Yamhill County
Board of Commissioners on
4.30.15 by Board Order
15-117

Exhibit A



GEORGE FOX
UNIVERSITY

Statement of Work

George Fox University (GFU)- Behavioral Health Crisis/Consultation (BHCC) Services

Mental health evaluation services will be provided by GFU for Yamhill County Health and Human Services (YCHHS) in the emergency departments of Providence Newberg Medical Center and Willamette Valley Medical Center upon request, outside regular business hours. Masters' prepared Qualified Mental Health Professionals (QMHP) who are Credentialed by Yamhill County Health Department in compliance with applicable Oregon Revised Statutes (ORS's) and Oregon Administrative Rules (OARs) will provide evaluations. GFU will make available records verifying initial and ongoing staff credentialing upon request. In addition to the QMHP qualifications, providers are trained as Masters' level Behaviorists (MLB), which includes ongoing education in the evidenced-based practices for risk assessment, and harm reduction. The QMHP response time to evaluation requests will average no more than sixty minutes. Exceptions may be made during inclement weather, such as ice storms.

Services provided by the QMHP:

1. Provide Urgent/Emergent Response service for the Emergency Departments of Providence Newberg Medical Center and Willamette Valley Medical Center. The QMHP will screen, assess, and develop an intervention or safety plan as necessary for patients who present a risk for harm to themselves or others.
2. Provide coverage from 5:00 pm to 8:40 am (15.5) hrs Mon-Fri. and 24 hr coverage on the weekends and holidays.
3. Call YCHHS crisis clinical staff at the beginning and end of their shift to communicate status of active patients, and to notify them if a client on their caseload has been hospitalized.
4. Following the mental health evaluation, the QMHP will complete the YCHHS Standardized Evaluation describing the presenting problem, behavioral health assessment and referrals to community resources as appropriate. These referral can include, but is not limited to: Bridgeway detox services; YCHHS services; Bridges Respite services, Marion County respite services, A&D community support groups, shelters and/or additional resources available through flexible funding.
5. *If the individual meets the criteria for hospitalization, the QMHP will consult with the on-call supervisor, review patient status and provide consultation regarding decision for level of care. If confirmed, the QMHP who has been trained and certified as a Director's Designee will authorize hospitalization and seek a bed in an appropriate*

psychiatric treatment facility. If a bed is not available, the QMHP will work out a plan for ongoing evaluation within the Yamhill County hospital.

6. Will fax all Yamhill County evaluations, including the YCHHS Standardized Evaluation and CPMS forms to a designated point of contact at YCHHS.
7. GFU agrees to keep all records confidential, consistent with State and Federal regulations such as HIPAA (Health Insurance Portability and Accountability Act).
8. A GFU clinical supervisor will be available on-call to the QMHP evaluators at all times.
9. QMHPs performing Yamhill County evaluations will know and understand civil commitment criteria particularly Director Hold criteria.
10. *GFU will collaborate with YCHHS to train and approve GFU Yamhill QMHP's as Director's Designees. GFU will provide YCHHS with a list of QMHPs who are eligible to be Director's Designees. YCHHS will take the list forward to their County Commissioners for final approval.*
11. QMHPs will provide DBT after-hours coaching according to the treatment protocol, coaching will be compensated at agreed at pro-rated contract fee.
12. QMHPs will provide consultation for law enforcement according to the protocol established by YCHHS and will be compensated at pro-rated contract fee.
13. As authorized by County's HHS Director or designee, provide psychological testing with interpretation and report by psychologist.

Services provided by QMHP Team Supervisors from George Fox University.

1. GFU Supervisors will ensure clinical competency by observing new team members at least 2 times and evaluating the performance of the QMHP.
2. GFU supervisors will provide phone supervision and consultation during all hours of QMHP shift coverage.
3. GFU supervisors will provide authorization for hospitalization for OHP/YCCO patients during afterhours, weekends, and holidays.
4. GFU supervisors will facilitate weekly supervision and consultation for consultation team staff, and individual supervision as needed.
5. GFU Program Director will collaborate with program manager in the following training protocol.

- a. Develop and provide comprehensive didactic training, including demonstration and practice.
- b. Provide opportunities for new team members to observe experienced GFU team members in risk assessment at medical centers. New team members will observe at least 3 assessments including case management and administrative work.
- c. New team members will provide services under the observation of an experienced team member at least two times and will be given direct feedback.
- d. New team members will be observed and assessed for competency by GFU clinical supervisor at least two times. GFU supervisor will extend training to include modeling risk assessment for new trainee and observing additional consultations to ensure competency.

Services provided by GFU Program Manager:

1. Participate monthly in the Community Crisis Response Team (CCRT) meeting at Yamhill County to receive feedback and to review the services provided.
2. Participate (physically or remote access) in weekly Crisis Assessment Team (CAT) meetings, 8:30-9:00 at Yamhill County.
3. Communicate information from CAT meetings with the supervisors and QMHP's as appropriate.
4. Collaborate with YCHHS, and with collaboration from Program Director, develop comprehensive training in the following competencies:
 - a. Urgent/Emergent Response in ED of PNMC and WVMC, including assessment, intervention and triage as clinically indicated.
 - b. Completion of documentation necessary for service delivery.
 - c. Coordination and communication with YCMH crisis team.
 - d. Knowledge of civil commitment criteria, particularly Director Hold criteria. Coordination of Hospitalization as appropriate.
 - e. Training and follow-up for DBT coaching calls.
 - f. Training and follow-up for Law Enforcement consultation calls.
 - g. Provide training and follow-up for both YCMH and BHCC Team for purposes of collaboration and evidenced-based practices.
5. Collaboration with YCMH administrative teams for seamless service delivery between organizations.
6. Establish data collection and analysis to include patient demographics identified in Appendix A.
7. Collect data regarding length of stay in addition to tracking the number of assessments/re-assessments during hospitalization.

8. Manage training and implementation of suicide assessment and prevention protocol Collaborative Assessment and Management of Suicidality (CAMS) in coordination with YCMH
 - a. BHCC Program Manager participation in train-the-trainer of CAMS intervention.
 - b. BHCC Program Manager provided direct service training for YCMH staff.
 - c. BHCC Program Manager provided direct service training for after-hours, Crisis Consultation Team)
 - d. Training evaluation of new model for responding to suicidality (CAMs)
 - e. Outcome evaluation exploring relationship between CAMS implementation and discharge placement.
9. Collaborate with a QMHP team coordinator to manage the team coverage calendar and any team concerns that may arise.

Services provided by BHCC Team Coordinator:

1. Coordination of team calendar and shift coverage.
2. Coordination of team mentorship and processing of vicarious trauma for prevention of team burnout.
3. Assist in coordination of team trainings for ensuring up-to-date services in evidence-based practices.
4. Assist Program Manager in dispersing communication with QMHP team.

Services provided by Yamhill County Health Department and Human Services (YCHHS):

1. YCHHS will facilitate quarterly meetings to discuss policies and procedures, case review and best practice in acute care settings in Yamhill County.
2. YCHHS will provide QMHPs with crisis plans for their clients likely to seek after hours care.
3. YCHHS will provide QMHPs with daily updated reports of clients seen within the last 12 months and the most recent medications prescribed. YCHHS and will pursue further information sharing opportunities, such as Raintree access, as appropriate.
4. YCHHS manager or crisis services supervisor will forward formal complaints of GFU services provided in Yamhill County to GFU for investigation. GFU will provide assistance in investigations, interviews and follow up with the staff at GFU and send back findings to YCHHS manager /crisis services supervisor to process according to contractual mandates.

5. YCHHS will be the liaison between GFU and any issues with Law Enforcement in Yamhill County.

All QMHPs will interface with clients, program staff, and allied agencies in a respectful manner, work proactively to create and maintain a positive work environment, work to decrease polarization, promote teamwork, and help out team members when requested particularly as it relates to screening, and urgent and emergent care. Cooperation and coordination are key personal qualities needed by the Behavioral Health Consultant.