

**AMENDMENT #4 TO PHYSICIAN SERVICES AGREEMENT  
(County Health Officer and Medical Director)  
WILLIAM KOENIG, D.O.**

This Amendment #4 to the Physician Services Agreement (this “Amendment #4”) is made effective June 8, 2019, between Yamhill County, a political subdivision of the State of Oregon, acting by and through its Health and Human Services Department (“County”), and William Koenig, D.O. (“Physician”).

RECITALS:

A. County and Physician are parties to that certain agreement dated as of July 12, 2012, (the “Underlying Agreement”) memorialized in Yamhill County records as Board Order 12-371 pursuant to which Physician serves as the County Health Officer. The Underlying Agreement was first amended on February 14, 2013 (Amendment #1, BO 13-82). It was amended again on July 14, 2016 (Amendment #2, BO 16-276) and on June 28, 2018 (amendment #3, BO 18-235).

B. County operates a Community Mental Health and Developmental Disabilities Program through its Health and Human Services Department. In order to provide adequate services for its Behavioral Health and Developmental Disabilities Program clients it is necessary for County to contract with a qualified physician.

C. Physician is a qualified physician licensed by appropriate authorities and is qualified to perform the duties imposed by this Agreement.

D. County and Physician 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 Physician, intending legally to be bound, hereby agree as follows:

I. Section A of the Underlying Agreement is amended to add the following obligations of County Medical Director numbered as new subsections A.14 through A.19:

“14. Effective June 8, 2019, Physician shall also be responsible for the supervision of the medical program of Yamhill County’s Community Mental Health and Developmental Disabilities Program. Supervisory responsibilities shall include advising the HHS Director or designee on policies and procedures that conform to sound medical practice. Physician will assist in creation, review and implementation of policies connected to service provision; development and implementation of medical service programs such as medication assisted therapy for people with substance use addictions; and development of our electronic health record as it relates to medical service documentation. Additionally, physician will help identify solutions to maximize efficiency of collaborative documentation process, reduce documentation time and increase client satisfaction and inclusion in the process. Physician will assist HHS Director or designee in recruitment and retention efforts of medical staff.

15. Physician shall record patients' reaction to treatment, changes in patients' conditions, summary of care given and patients' progress and current mental health status pursuant to Oregon Administrative Rules concerning the Oregon Health Authority, Addictions and Mental Health Division program and mandates as applicable to the individual case.

16. Physician shall provide appropriate credentials of professional qualifications, including written verification of current professional Oregon licensure with the Oregon Medical Board and Drug Enforcement Administration upon execution of this Agreement. In the event Physician is unable to maintain professional licensure, Physician will notify County immediately and the Underlying Agreement will be terminated. Physician shall satisfactorily pass a criminal history check. Physician shall not be listed as an excluded party on the Excluded Parties List System (EPLS) and Office of Inspector General's (OIG) exclusion list. Physician shall take immediate steps, upon execution of this Agreement, to become an approved provider of Medicaid, Medicare and contracted private insurance services for County in the State of Oregon.

17. Physician shall provide County with a single invoice by County's last working day of the month in which services were provided to either or both programs.

18. Physician shall provide County with reasonable advance notice in any instance when Physician will be completely unavailable, will be temporarily unavailable, or will need to change the usual services schedule.

19. Physician shall perform other duties as requested by County's HHS Director or designee."

II. The balance of Section A of the Underlying Agreement remains unchanged.

III. Section B, of the Underlying Agreement is hereby deleted in its entirety and replaced with the following:

"The County agrees to perform the following obligations:

1. Provide Physician with pertinent client records including physician data and orders necessary for Physician's performance under this Agreement, provided that Physician shall be subject to the rules and regulations of County relating to the confidentiality of client records.

2. Compensate Physician with a payment of \$2,500 per month for performance of the obligations of this agreement. Compensation under this section shall constitute the total payment for the duration of the agreement. Payments shall be made by the tenth of the month.

3. Provide liability insurance coverage in accordance with limitations contained in the Oregon Tort Claims Act for services performed by Physician under this Agreement.

4. County shall be responsible for the billing and collection of third-party funds for services provided and may elect to bill "incident to" under the County Medical Director or Health Officer. County will provide materials, such as computer and forms for documentation of services by Physician."

IV. Section C, subsection 9.b. of the Underlying Agreement is amended to increase the written notice for termination from 15 days to 30 days.

V. Section C of the Underlying Agreement is amended to include the following new subsections labeled as C. 14 and C 15.

"14. Confidentiality. Physician acknowledges that he or his agents may, in the course of their performance under this Agreement, be exposed to or acquire information that is the confidential information of County or County's clients. Any and all (i) client information, (ii) information provided by County and marked confidential, (iii) Protected Health Information or EPHI as described or defined in Exhibit A, or (iv) information identified as confidential in a separate writing, that becomes available to Physician or its agents in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items, including software, that result from Physician's use of the Confidential Information are also deemed Confidential Information. Physician agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Physician uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information for any purposes whatsoever, except as may be provided elsewhere under this Agreement or in conformance with Exhibit A. Physician agrees that, upon termination of this Agreement or at County's request, Physician will return to County all documents, papers and other matter in Physician's possession that embody Confidential Information, and Physician will certify that all such Confidential Information have either been returned or destroyed.

15. Notice. Any notices to be given hereunder shall be given in writing by personal delivery, facsimile or mail, postage prepaid, to County or Physician at the address or number set forth at the start of this Agreement, or to such other address or number as either party may provide pursuant to this "Notice" section. Any notice delivered by mail shall be deemed to be given five (5) calendar days after the date of mailing. Any notice delivered by facsimile shall be deemed to be given when the transmitting machine generates a receipt of the transmission. To be effective against County, any facsimile communication or notice must be confirmed by telephone notice to HHS Director or designee and shall not be deemed to be given until such confirmation is completed. Any notice by personal delivery shall be deemed to be given when actually delivered. Regular day-to-day communication between the parties may be transmitted through one of the methods set forth above, in person, by telephone, by e-mail, or by other similar electronic transmission."

VI. The balance of Section C of the Underlying Agreement remains unchanged.

VII. The balance of the Underlying Agreement remains unchanged.

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

IX. Authority. County and Physician and each of the persons executing this Amendment #4 on behalf of County and Physician hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #4 and has taken all action required to authorize such party (and each person executing this Amendment #4 on behalf of such party) to enter into this Amendment #4, and (ii) the person signing on behalf of such party is authorized to do so on behalf of such entity.

X. Binding Effect. All of the covenants contained in this Amendment #4 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.

XI. Counterparts. This Amendment #4 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #4.

XII. Recitals. The foregoing recitals are intended to be a material part of this Amendment #4 and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Amendment #4 on the date indicated by their duly authorized officials.

William Koenig, D.O.

By: [Signature]  
(signature)

Date: 6/28/19

Fed. Tax ID No: on file

YAMHILL COUNTY

By: [Signature]  
RICHARD L. "RICK" OLSON, Chair  
Board of Commissioners

Date: 7-2-19

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

Date: 7/1/19

APPROVED AS TO FORM:

By: [Signature] 7/3/19  
CHRISTIAN BOENISCH  
County Counsel

Date: \_\_\_\_\_

Accepted by Yamhill County  
Board of Commissioners on  
Koenig - Amendment 4 - Page 4  
6/20/19 by Board Order  
# 19-194