

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

THIS SIXTH AMENDMENT TO AGREEMENT ("Amendment") is made effective May 15, 2020, 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, 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. The Underlying Agreement is memorialized in Yamhill County Records as Board Order 13-08.

B. The Underlying Agreement was first amended April 25, 2013, memorialized as Board Order 13-238 (Amendment #1) to add items to the Statement of Work. The Underlying Agreement was further amended on July 24, 2014, memorialized as Board Order 14-428 (Amendment #2), April 30, 2015 memorialized as Board Order 15-117 (Amendment #3), December 21, 2016, memorialized as Board Order 16-515 (Amendment #4) and January 5, 2018, memorialized as Board Order 18-001 (Amendment #5). 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 Underlying 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 2 of the Underlying Agreement as last amended by Amendment #5 is hereby amended to remove the hours of coverage between midnight and 6:00 a.m. on all days. Contractor will provide coverage from 5:00 p.m. to midnight Monday through Friday and 6:00 a.m. to midnight on weekends and holidays with additional coverage during peak hours as defined in Exhibit A of Amendment #5 of the Underlying Agreement.

2. The balance of Section 2 of the Underlying Agreement remains unchanged.

3. Section 3 subsection A of the Underlying Agreement as last amended by Amendment 5 is deleted in its entirety and replaced with the following:

“A. Contractor agrees to perform the Services described in the Underlying Agreement and comply with the terms and conditions of the Underlying Agreement. Effective May 15, 2020 and for all months thereafter during the entire term of the Underlying Agreement Contractor shall be paid \$13,460.66 per month for the delivery of Services and will be prorated for any partial month. The prorated monthly payment amount for May 2020 is \$7,381.65. The maximum not to exceed amount for performance of Services under this Agreement is \$1,301,616.90. Furthermore, Contractor shall be paid \$650.00 per psychological testing with interpretation and report by psychologist. The maximum not-to-exceed amount for Psychological testing with interpretation and report by psychologist is \$180,000.00.”

4. The balance of Section 3 of the Underling Agreement remains unchanged.

5. Section 11 of the Underlying Agreement as last amended by Amendment #5 is hereby amended to include the following:

“To the extent not already specifically set forth in the Underlying Agreement, Contractor shall comply with all applicable requirements and any other provisions that must be included to comply with applicable law, or that are required to be included in a provider contract as defined in and under that certain Mental Health and Substance Abuse Disorder Services agreement by and between Yamhill Community Care Organization and Yamhill County Health and Human Services dated as of December 31, 2019 (“YCCO-YHHS Agreement”) which Agreement is incorporated herein by this reference.”

6. The balance of the Underlying Agreement remains unchanged.

7. Ratification. Except as otherwise expressly modified by the terms of this Amendment #6, 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 #6 on behalf of County and Contractor hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #6 and has taken all action required to authorize such party (and each person executing this Amendment #6 on behalf of such party) to enter into this Amendment #6, 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 #6 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 #6 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #6.

11. Recitals. The foregoing recitals are intended to be a material part of this Amendment #6 and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Amendment #6 on the date indicated by their duly authorized officials.

GEORGE FOX UNIVERSITY

By: \_\_\_\_\_

(signature)

Date: 6/25/20

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(Vicki Piersall,

\_\_\_\_\_  
CFO, Vice President  
George Fox University  
\_\_\_\_\_

YAMHILL COUNTY, OREGON

\_\_\_\_\_  
CASEY KULLA, Chair  
Board of Commissioners

Date: 7/2/2020

\_\_\_\_\_  
LINDSEY MANFRIN, Director  
Department of Health & Human Services

Date: 7/8/20

FORM APPROVED BY:

\_\_\_\_\_  
CHRISTIAN BOENISCH

County Counsel

Date: 7/8/20