

**SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
(Consultation Psychiatric Services and Behavioral Health Services)
SHIRLEY ROFFE, M.D.**

This SECOND AMENDMENT TO AGREEMENT ("Amendment #2") is made effective July 9, 2020, between Yamhill County, a political subdivision of the State of Oregon, and Department of Health and Human Services Department ("County"), and Shirley Roffe, [REDACTED] ("Physician").

RECITALS:

A. County and Physician are parties to that certain agreement dated as of August 8, 2019, (the "Underlying Agreement") pursuant to which Physician provides professional psychiatric consulting services. The Underlying Agreement is memorialized in Yamhill County Records as Board Order 19-281. The Underlying Agreement was first amended on April 8, 2020, memorialized as Board Order #20-115 to add professional psychiatric behavioral health services.

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

1. Section 1, subsection 1 of the Underlying Agreement as last amended by Amendment #1 is hereby deleted in its entirety and replaced with the following: "Physician shall provide professional psychiatric consulting services to County. The manner and means of providing the services under this Agreement shall be in the sole discretion and professional judgment of Physician, subject to the direction of the treating physician, 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 Physician. Services shall include, but not be limited to: case reviews for medical necessity of residential treatment and/or hospitalizations for both children and adults; case reviews for patient requests for treatment not covered by Yamhill Community Care Organization (Yamhill CCO) or other insurance coverage; signing the Certificate of Need for Services (CONS) as necessary for residential treatment for children enrolled in Yamhill County HHS Family and Youth services; and consult with Yamhill County HHS psychiatric licensed medical providers (LMPs) and lead clinician for complex cases and care."

1. Section 1, subsection 5 of the Underlying Agreement as last amended by Amendment #1 is hereby deleted in its entirety and replaced with the following: "Physician shall provide up to ten (10) hours of service per month, unless otherwise approved by the HHS Director or designee, dependent upon County needs for services and available funding. No minimum number of hours is guaranteed by this Agreement."

2. The balance of Section 1 of the Underlying Agreement remains unchanged.

3. Section 2, subsection 2 of the Underlying Agreement as last amended by Amendment #1 is hereby deleted in its entirety and replaced with the following: "County will pay Physician for the professional psychiatric consultation services provided under this Agreement at the rate of \$175.00 per hour for services to the Behavioral Health Program for up to 10 hours per month. Services shall be provided each month while this Agreement is in effect, unless otherwise approved by the HHS Director or designee, dependent upon County needs for services and funding available. However, no minimum number of hours is guaranteed by this Agreement."

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

5. The balance of the Underlying Agreement remains unchanged.

6. 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 Physician enforceable according to the terms thereof.

7. Authority. County and Physician and each of the persons executing this Amendment #2 on behalf of County and Physician 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.

8. 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.

9. 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.

10. 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.

Shirley Roffe MD
SHIRLEY ROFFE, MD
Date: 6/18/20

Tax ID: on file

YAMHILL COUNTY, OREGON
Casey Kulla
CASEY KULLA, Chair
Board of Commissioners
Date: 7/2/2020

Lindsey Manfrin
LINDSEY MANFRIN, Director
Department of Health & Human Services
Date: 6/24/20

FORM APPROVED BY:
Christian Boenisch
CHRISTIAN BOENISCH
County Counsel
Date: 7/8/20

Accepted by Yamhill County
Board of Commissioners on
7/2/2020 by Board Order
20-211