

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

This FIRST AMENDMENT TO AGREEMENT (“**Amendment #1**”) is made effective April 2, 2020, between Yamhill County, a political subdivision of the State of Oregon, and Department of Health and Human Services Department (“County”), and **Shirley Roffe**, PO Box 1297, Tualatin, OR 97062 (“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.

B. County and Physician now desire to further amend the Underlying Agreement upon the terms and conditions as more particularly set forth herein below to include additional services in the form of professional psychiatric behavioral health services.

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 is hereby amended to include the following additional services:

“A. Physician shall also provide professional psychiatric behavioral health services to clients of County as directed by County’s Health and Human Services (HHS) Director or designee. The manner and means of providing these additional professional psychiatric behavioral health 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. The professional psychiatric behavioral health services under this Agreement shall be provided in places determined to be appropriate by Physician. These additional professional psychiatric behavioral health services shall include, but are 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.

B.O. 20-115

B. Physician shall record and report to County referred 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 mandates. Reports shall be made in a timely manner. Physician will complete and type all progress notes and treatment plans collaboratively with clients she serves in current Electronic Medical Record (EMR) by the end of the session in compliance with documentation policy."

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

3. Section 1, subsection 5 of the Underlying Agreement is hereby amended to include the following: "In addition to the ten (10) hours of consultation psychiatric services per month, physician shall provide up to 24 hours of professional psychiatric behavioral health services per week (inclusive of no more than one hour of travel time per day), and in any event to work no more than 27 hours in any one week 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 1, subsection 5 of the Underlying Agreement remains unchanged.

5. Section 2, subsection 2 of the Underlying Agreement is hereby amended to include the following: "County will pay physician for the additional professional psychiatric behavioral health services provided under this Agreement at the rate of \$175 per hour for up to 24 hours per week (inclusive of no more than one hour of travel time per day) in addition to the 10 hours per month for professional psychiatric consultation services."

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

7. The balance of the Underlying Agreement remains unchanged.

8. 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 County and Physician enforceable according to the terms thereof.

9. Authority. County and Physician and each of the persons executing this Amendment #1 on behalf of County and Physician 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.

10. 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.

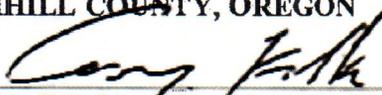
11. Counterparts. This Amendment #1 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #1.

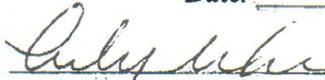
12. Recitals. The foregoing recitals are intended to be a material part of this Amendment #1 and are incorporated herein by this reference.

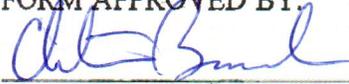
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Amendment #1 on the date indicated by their duly authorized officials.


SHIRLEY ROFFE, MD
Date: 4/7/2020

Tax ID: on file

YAMHILL COUNTY, OREGON

CASEY KULLA, Chair
Board of Commissioners
Date: 4/7/20


LINDSEY MANFRIN, Director
Department of Health & Human Services
Date: 4/6/20

FORM APPROVED BY:

CHRISTIAN BOENISCH
County Counsel
Date: 4/8/20

Accepted by Yamhill County
Board of Commissioners on
4/2/2020 by Board Order
20-115