

**SECOND AMENDMENT TO AGREEMENT
Yamhill County Health and Human Services and
Virginia Garcia Memorial Health Center
Complex Health Services**

THIS SECOND AMENDMENT TO AGREEMENT (Amendment #2) is made effective February 1, 2018 by and between Yamhill County, a political subdivision of the State of Oregon acting by and through its Board of Commissioners and its Health and Human Services Department, Behavioral Health Programs (“County”) and Virginia Garcia Memorial Health Center (“VGMHC”) an Oregon non-profit corporation, 1151 N. Adair Street, Cornelius, OR 97113, Tax Identification Number 930717997 (“Contractor”).

RECITALS:

1. County and Contractor are parties to that certain agreement dated as of September 5, 2013 (the “Underlying Agreement”). Pursuant to the Underlying Agreement, Contractor provides primary care services for persons with complex behavioral health and physical health needs to County’s clients. The Underlying Agreement is memorialized in Yamhill County records as Board Order 13-557. The Underlying Agreement was first amended on December 20, 2016, memorialized as Board Order 16-499. County and Contractor now desire to further amend the Underlying Agreement upon the terms and conditions as more particularly set forth herein below.
2. 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 2 of the Underlying Agreement as first amended by Amendment #1 is hereby deleted in its entirety and replaced with the following:

“A. Contractor shall assign a qualified provider to provide primary care services for persons with complex behavioral health and physical health needs (the “Services”) to County’s clients. Contractor’s provider shall provide Services at County’s clinic(s) located at 627 NE Evans Street, McMinnville, OR 97128 (the “Clinic”) and shall spend a minimum of 18 hours per week up to a maximum of 40 hours per week providing Services at this County clinic. Additional services will be co-located at 2251 E. Hancock Street, Newberg, OR 97132. Co-location services will function to support enhanced care coordination with Virginia Garcia providing the medical home and the County providing specialty behavioral health services onsite. County and VGMHC agree that a primary focus of this Agreement will be to work together within a team based care coordination approach with the County providing psychiatric care and/or consultation with Licensed Medical Providers (LMPs) and behavioral health care management with behavioral health specialists. County agrees to provide the necessary office space and administrative support, including clerical,

phones and information technology (IT) network access (“Administrative Support”), to VGMHC at no additional cost at the McMinnville Clinic. County will provide the furnishings necessary for a basic primary care setting. VGMHC will purchase and provide, at VGMHC’s own costs, all ongoing medical supplies required by VGMHC to provide Services under this Agreement. Through this agreement, both parties will provide access to each other’s Electronic Medical Records (EMR) for this bi-lateral integration purpose. Participating staff, as required for this project and mutually agreed upon, will be provided a log on and password as well as any security rights needed to perform tasks such as scheduling, reviewing or recording medical data & information, and other activities related to provide treatment for clients.

B. County will embed one full-time bilingual (English and Spanish) behavioral health Qualified Mental Health Professional (QMHP) who is culturally competent to serve patients at VGMHC’s McMinnville location. Referrals will be made by VGMHC to County employee for specialty behavioral health services. QMHP services will include a comprehensive integrated behavioral health assessment, treatment plan, and progress notes in County’s EMR with routine status reports to be completed in VGMHC’s EMR at a minimum monthly. QMHP will provide care coordination services with VGMHC’s critical staff. Services will be provided on a level of care system. Clinical and administrative supervision will be provided by County. VGMHC may also provide in-house oversight to the QMHP regarding VGMHC’s clinic processes. County and VGMHC will meet at a minimum quarterly to discuss operations and systems’ needs in relation to the Agreement and service delivery. VGMHC will provide a confidential office space, computer, phone and any other site-specific operational supports to County employee at no cost to County.”

2. Section 26 is hereby added to the Underlying Agreement as follows: “**Care Coordination**. County and Contractor will coordinate inpatient acute and chronic care outpatient services (collectively, the “Services”) for those individuals with complex behavioral health and physical health needs who receive primary care services from Contractor as a Designated Collaborating Organization (DCO) in accordance with the collaborative treatment planning and care coordination activities below.

I. Provision of Services

County is committed to providing integrated and coordinated care across a spectrum of services in a manner that is both person-centered and family centered.

II. Care Coordination Process

1. County and Contractor will collaborate to conduct treatment planning and care coordination activities in a manner that is person and family-centered as detailed in Section 2 of the Underlying Agreement as amended by this Amendment #2.
2. Contractor agrees to coordinate and assist in engagement for mental health and substance use disorder services with County as appropriate.

3. County agrees to provide intake, initial screening, and appropriate treatment to consumers presenting at County for the provision of community-based mental health and substance use disorder services, and to establish and maintain records of such individuals' healthcare.
4. County will ensure that consumers' preferences and those of their families, as applicable, for shared information will be adequately documented in the applicable clinical records, consistent with the philosophy of person and family centered care. County will make reasonable efforts to obtain necessary consent for release of information.

III. Assurance of Patient and Clinician Choice

County and Contractor acknowledge and agree that all health and health-related professionals employed by or under contract with either County or Contractor retain sole and complete discretion, subject to any valid restriction(s) imposed by participation in a managed care plan and consistent with Section II above, to refer consumers to any and all providers who best meet the medical needs of such clients.”

3. The balance of the Underlying Agreement remains unchanged.
4. 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, as further amended hereby, constitute valid and binding obligations of Contractor enforceable according to the terms thereof.
5. Authority. County and Contractor and each of the persons executing this Amendment #2 on behalf of County and Contractor 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.
6. 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.
7. 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.

8. 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 on the date indicated by their duly authorized officials, this Amendment #2 in duplicate, each of which shall be deemed an original on the date executed by all parties.

DONE the last date set forth adjacent to the signatures of the parties below.

**VIRGINIA GARCIA MEMORIAL
HEALTH CENTER**

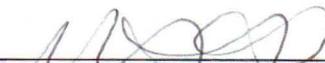
By: 
(signature)
Date: 2/28/18

Gil Muñoz
(printed name)

CEO
(title)

Tax ID No.: on file

YAMHILL COUNTY, OREGON


MARY STARRETT, Chair
Board of Commissioners
Date: 3-8-18


SILAS HALLORAN-STEINER, Director
Department of Health & Human Services
Date: 3/1/18

FORM APPROVED BY:

CHRISTIAN BOENISCH
County Counsel
Date: 3/8/18

Accepted by Yamhill County
Board of Commissioners on
3/8/18 by Board Order
18-70