

**THIRD AMENDMENT TO THE AGREEMENT FOR INMATE HEALTH CARE  
SERVICES AT YAMHILL COUNTY, OREGON  
(Effective July 1, 2017)**

This Third Amendment, effective July 1, 2017 (this "Amendment"), to the Agreement for Inmate Health Care Services, dated February 1, 2017, as amended (the "Agreement") is by and between Correct Care Solutions, LLC ("CCS") and the County of Yamhill, Oregon ("County").

**WHEREAS**, the Parties have determined that it is necessary and in the best interest of Covered Persons to institute improved staffing and reconciliation, particularly with regard to Licensed Practical Nurse ("LPN") positions and Registered Nurse ("RN") positions; and

**WHEREAS**, in accordance with Section 11.15, the Parties desire to amend the Agreement to memorialize such changes.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The Parties hereto incorporate the foregoing recitals as a material portion of this Amendment.
2. **ADDITION OF SECTION 2.0.4 TO AGREEMENT.** The Agreement shall be amended by adding the following language as a new Section 2.0.4:

2.0.4 LPN and RN services provided in accordance with the requirements of Exhibit A are interchangeable when necessary and in the best interest of Covered Persons. A resultant difference in costs shall be reconciled in accordance with Section 8.1.4 below.

3. **AMENDMENT TO SECTION 8.1.3 OF AGREEMENT.** The Agreement shall be amended by deleting Section 8.1.3 in its entirety and inserting the following language in lieu thereof:

8.1.3 ADJUSTMENTS FOR REDUCED LEVELS OF HEALTH CARE STAFF OR HEALTH CARE SERVICES. Except with regard to the provisions of Section 8.1.4 below, for each month reconciled, the compensation payable to CCS by the County shall be decreased to reflect the reduced personnel in the event that (i) the required nursing Health Care Staff as outlined in Exhibit A are not provided or (ii) any required health care services as outlined under this Agreement are not provided.

4. **ADDITION OF SECTION 8.1.4 TO AGREEMENT.** The Agreement shall be amended by adding the following language as a new Section 8.1.4:

8.1.4 ADJUSTMENTS FOR RN AND LPN SUBSTITUTION. Each month, the Parties shall reconcile any amounts accrued in accordance with Section 2.0.4. In

the event the County is owed any reconciliation sum pursuant to this Section, CCS shall issue a credit for the net difference.

5. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.
6. **DEFINITIONS.** Capitalized terms used but not defined herein shall have the meaning ascribed to them under the Agreement.
7. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

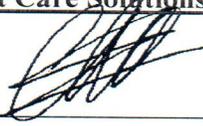
**IN WITNESS WHEREOF**, the Parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

**AGREED TO AND ACCEPTED AS STATED ABOVE:**

County of Yamhill, Oregon

By:   
Stanley G. Primozich *Mary Starrett*  
Title: County Board Chairman

Correct Care Solutions, LLC

By:   
Chris Bove  
Title: President

**APPROVED AS TO FORM:**

By:   
Christian Boenisch  
Title: County Counsel

Accepted by Yamhill County  
Board of Commissioners on  
4/18/18 by Board Order  
# 18-13