

**FIRST AMENDMENT TO THE AGREEMENT FOR HEALTH CARE SERVICES  
(Effective February 1, 2021)**

This First Amendment to the Agreement for Health Care Services, effective *nunc pro tunc* February 1, 2021 (this "Amendment"), to the Agreement for Inmate Healthcare Services dated February 1, 2018 (the "Agreement"), is by and between Wellpath LLC, f/k/a Correct Care Solutions, LLC ("Wellpath"), a Delaware limited liability company and Yamhill County, a political subdivision of the State of Oregon ("County") (each, a "Party," and collectively, the "Parties").

**WHEREAS**, the County and the duly elected Sheriff (hereinafter the "Sheriff") are charged by law with the responsibility for administering, managing, and supervising the health care delivery system of the Yamhill County Correctional Facility located at 535 NE 5<sup>th</sup> Street #106, McMinnville, Oregon 97128 (hereinafter, "Jail");

**WHEREAS**, the County and the Juvenile Detention Director are charged by law with the responsibility for administering, managing, and supervising the health care delivery system of the Yamhill County Juvenile Detention Facility located at 535 NE 5<sup>th</sup> Street, McMinnville, Oregon 97128 (hereinafter "Juvenile Detention Facility");

**WHEREAS**, the objective of the County is to provide for the delivery of quality health care to the Adults in Custody and Detainees of the Jail (hereinafter, "Jail Population") as well as Youth(s) in Custody, in accordance with applicable law;

**WHEREAS**, Correct Care Solutions, LLC changed its name to Wellpath LLC effective December 4, 2018;

**WHEREAS**, the Parties desire to extend the term of the Agreement for an additional three years, for a period of February 1, 2021 through January 31, 2024;

**WHEREAS**, the Parties desire to increase the base amount to be paid to Wellpath by a 2.8% CPI increase for the fourth year of this Agreement and a set 2.5% increase for each of the fifth and sixth years of this Agreement, respectively;

**WHEREAS**, the Parties desire to add 0.50 FTEs of LPN (MAT) services and 0.45 FTEs of Medical Records Clerk services; and to remove 0.075 FTEs of Dentist services and 0.075 FTEs of Dental Assistant services;

**WHEREAS**, the Parties desire to revise all references to "inmate" to "person in custody" pursuant to Oregon law;

**ACCORDINGLY**, the Parties agree as follows:

1. **RECITALS**. The Agreement shall be amended by striking the first two recitals of the Agreement in their entirety. The Parties hereto incorporate into the Agreement the foregoing recitals as a material portion of this Amendment.
2. **AMENDMENT TO AGREEMENT NAME**. The title of the Agreement shall be amended to "Agreement for Health Care Services at Yamhill County, Oregon."
3. **AMENDMENT TO CONTRACTING ENTITY NAME**. All references to "Correct Care Solutions, LLC" and "CCS" shall be replaced with "Wellpath LLC" and "Wellpath," respectively.

4. **AMENDMENT TO DEFINITIONS.** All references to “Inmate” and “Inmates/Detainees” shall be replaced with “Adult in Custody” and “Adults in Custody/Detainees,” respectively.
5. **AMENDMENT TO SECTION 8.0, ANNUAL AMOUNT/MONTHLY PAYMENTS.** The Agreement shall be amended by adding the following subsections after subsection 8.0.3:
  - 8.0.4 **YEAR FOUR.** The base amount to be paid by the County to Wellpath is \$1,349,576.28 during the fourth 12-month period, payable in equal monthly installments. Each monthly installment shall be \$112,464.69, pro-rated for any partial months and subject to any reconciliations as set forth below.
  - 8.0.5 **YEAR FIVE.** The base amount to be paid by the County to Wellpath is \$1,383,315.72 during the fifth 12-month period, payable in equal monthly installments. Each monthly installment shall be \$115,276.31, pro-rated for any partial months and subject to any reconciliations as set forth below.
  - 8.0.4 **YEAR SIX.** The base amount to be paid by the County to Wellpath is \$1,417,898.64 during the sixth 12-month period, payable in equal monthly installments. Each monthly installment shall be \$118,158.22, pro-rated for any partial months and subject to any reconciliations as set forth below.
6. **AMENDMENT TO SECTION 9.0, TERM.** The Agreement shall be amended by striking Section 9.0 in its entirety and replacing it with the following:
  - 9.0 **TERM.** The Initial Term of this Agreement shall be from February 1, 2018 at 12:01 a.m. through January 31, 2024 at 11:59 p.m. (the “Initial Term”). This Agreement shall automatically renew for additional one-year periods following the expiration of the Initial Term with mutually agreed upon increases, unless this Agreement is terminated or notice of termination is given, as set forth in this Article.
7. **AMENDMENT TO EXHIBIT A – STAFFING MATRICES.** The Agreement shall be amended by striking Exhibit A in its entirety and replacing it with the Exhibit A attached hereto and hereby incorporated by reference.
8. **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.
9. **DEFINITIONS.** Capitalized terms used but not defined herein shall have the meaning ascribed to them under the Agreement.
10. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

*Signature Page Follows*

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:   
MARY STARRETT, CHAIR  
BOARD OF COMMISSIONERS  
Date: \_\_\_\_\_

WELLPATH, LLC

By: Cindy P Watson Digitally signed by Cindy P Watson  
Date: 2021.05.28 11:09:13 -05'00'  
CINDY WATSON, PRESIDENT,  
LOCAL GOVERNMENT DIVISION  
Date: 05/28/2021

Fed Tax I.D. No: 32-0092573

**RECOMMENDED BY:**

  
TIM SVENSON, SHERIFF  
YAMHILL COUNTY SHERIFF'S OFFICE  
Date: 05/28/2021

**APPROVED AS TO FORM:**

By:   
CHRISTIAN BOENISCH, COUNTY COUNSEL

Accepted by Yamhill County  
Board of Commissioners on  
6/3/21 by Board Order  
# 21-218

**EXHIBIT A  
STAFFING MATRICES**

Yamhill County Jail									
Day Shift									
POSITION	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Hrs/WK	FTEs
Health Services Administrator	8	8	8	8	8			40	1
Medical Director / Physician	4							4	0.1
Mid-Level		4		4				8	0.2
Licensed Practical Nurse (LPN)	11	11	11	11	11	11	11	77	1.925
LPN (MAT)	4	4	4	4	4			20	0.5
Medical Records Clerk	6		6		6			18	0.45
<b>Total Hours/FTE - Day</b>								<b>167</b>	<b>4.175</b>
Evening Shift									
EMT	8	8	8	8	8	8	8	56	1.4
<b>Total Hours/FTE - Night</b>								<b>56</b>	<b>1.4</b>
Night Shift									
Registered Nurse (RN)	11	11				11	11	44	1.1
Licensed Practical Nurse (LPN)			11	11	11			33	0.825
<b>Total Hours/FTE - Night</b>								<b>77</b>	<b>1.925</b>
<b>TOTAL ADULT HOURS/FTE - WEEKLY</b>								<b>300</b>	<b>7.5</b>
Yamhill County Juvenile Detention Facility									
Day Shift									
POSITION	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Hrs/WK	FTEs
Mid-Level Provider (NP/PA)		1		1				2	0.05
Licensed Practical Nurse (LPN)	1	1	1	1	1	1	1	7	0.175
<b>Total Hours/FTE - Day</b>								<b>9</b>	<b>0.225</b>
Night Shift									
RN/LPN	1	1	1	1	1	1	1	7	0.175
<b>Total Hours/FTE - Night</b>								<b>7</b>	<b>0.175</b>
<b>TOTAL JUVENILE HOURS/FTE - WEEKLY</b>								<b>16</b>	<b>0.4</b>
<b>TOTAL HOURS/FTE - WEEKLY</b>								<b>316</b>	<b>7.9</b>

B.D. 21-218  
Exhibit "A"