

**FIRST AMENDMENT TO MENTAL HEALTH AND SUBSTANCE
ABUSE DISORDER SERVICES AGREEMENT**

THIS FIRST AMENDMENT TO THE MENTAL HEALTH AND SUBSTANCE ABUSE DISORDER AGREEMENT dated this 1st day of July, 2021, is entered into by and between Yamhill County Care Organization, Inc., an Oregon nonprofit public benefit corporation dba Yamhill Community Care Organization (“YCCO”) and Yamhill County, a political subdivision of the State of Oregon, acting by and through Yamhill County Health and Human Services Department (“Provider”).

RECITALS

- A. YCCO and Provider entered into an Mental Health and Substance Abuse Disorder Agreement dated January 1, 2021.
- B. The purpose of this First Amendment is to amend the 2021 Mental Health and Substance Abuse Disorder Agreement to reflect changes to Part 2: Monthly Capacity rates effective July 1, 2021, listed herein as Exhibit A, Compensation. All current compensation related to Part 1: PMPM Rates will remain in effect as is.
- C. Capitalized terms used in this First Amendment, but not otherwise defined in this First Amendment shall have the same meaning as those in the original Administrative Services Agreement and the CCO Contract, in that order of priority.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

- 1. Effective Date. The Effective Date of this First Amendment shall be July 1, 2021.
- 2. Term. The Term of this First Amendment shall begin on the Effective Date and shall, unless extended or terminated earlier in accordance with it terms, continue in effect until in expires on December 31, 2021.
- 3. Modifications. The original Mental Health and Substance Abuse Disorder Agreement is hereby amended, modified and supplemented as set forth in this First Amendment and incorporated herein by this reference.

**Exhibit A
Compensation**

Part 2: Monthly Capacity Rates (Effective 07/01/2021)

Direct Member Services	Per Month
Mental Health Outpatient - LCS	\$31,268.00
Health Related Services	Per Month
LCS Prevention Programs	\$0.00
Project Able	\$5,100.00
Dual Diagnosis Anonymous	\$2,109.18
Warmline	\$2,040.00
Lines for Life	\$8,532.06
Provoking Hope (Responsible Dads)	\$5,307.34
Total	\$54,356.58

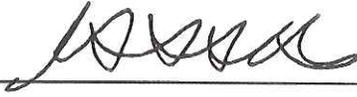
Provider shall bill YCCO for the month of service no later than the 20th of the following month. Membership counts to be calculated by the Provider based on membership for the 15th of the service month. YCCO to be responsible for verification of membership counts. YCCO will pay invoiced amounts within 30 days after Provider has invoiced YCCO. In the event YCCO identifies a discrepancy between Provider Membership count and YCCO's Membership count, YCCO shall notify Provider and the parties shall use all reasonable efforts to resolve the discrepancy and make applicable invoice adjustments within 30 days from the notice to Provider of the discrepancy.

In the event the costs to the Provider exceed the capitated compensation received for the services above, the YCCO will negotiate an additional payment to the Provider to offset the difference. In the event the costs to the Provider are less than the capitated compensation received for the services above, the Provider will not be required to payback YCCO the difference. Provider will be required to provide supplemental financial statements (Exhibit L) for the reconciliation of payments as well as to support required OHA filings by YCCO.

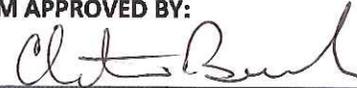
NOW, THEREFORE, the Parties hereto have caused this Agreement to be executed on the dates indicated below.

Yamhill County, Oregon

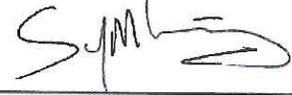
By: 
Name (printed) Lindsey Manfun
Title: HHS Director
Dated: 9/2/21

By: 
Name (printed) Mary Starrett
Title: Chair, Board of Commissioners
Dated: 9/2/21

FORM APPROVED BY:

By: 
Name (printed) Christian Boenisch
Title: County Counsel
Dated: 9/2/21

Yamhill Community Care Organization, Inc.

By: 
Name (printed): Seamus McCarthy, PhD
Title: President & Chief Executive Officer
Dated: July 27, 2021

Accepted by Yamhill County
Board of Commissioners on
7/29/21 by Board Order
21-313