

**THIRD AMENDMENT TO THE AGREEMENT FOR HEALTH CARE SERVICES
(Effective July 1, 2023)**

This Third Amendment to the Agreement for Health Care Services, effective July 1, 2023 (this "Amendment"), to the Agreement for Inmate Healthcare Services dated February 1, 2018 (the "Agreement"), is by and between Wellpath LLC ("Wellpath") and the County of Yamhill ("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 Jail located at 535 NE 5th 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 5th 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 Detention House Youth, in accordance with applicable law; and

WHEREAS, on June 1, 2023, Wellpath provided the County with a notice of termination without cause, in accordance with Sections 9.4 and 11.8 of the Agreement, with an effective date of July 1, 2023; and

WHEREAS, in order to assist the County to transition services to a new vendor, the Parties have agreed to extend the termination date of the Agreement until August 1, 2023, and to provide means for a further 30-day extension should it become necessary; and

ACCORDINGLY, the Parties agree as follows:

1. **AMENDMENT TO SECTION 9.0, TERM.** The Agreement shall be amended by deleting Section 9 in its entirety, and replacing it as follows:
 - 9.0 **TERM.** The Term of this Agreement shall expire on August 1, 2023. This Term may be extended by an additional 30 days upon the mutual agreement of the Parties, which shall not be unreasonably withheld. Either Party may provide written notice to the other, in accordance with Section 11.8, by July 15, 2023, to request an additional 30-day extension as described above.
2. **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.
3. **DEFINITIONS.** Capitalized terms used but not defined herein shall have the meaning ascribed to them under the Agreement.
4. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

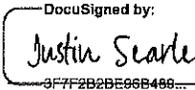
IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

COUNTY OF YAMHILL, OREGON

WELLPATH LLC

By: 

By: 
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Name: Lindsay Berschauer

Name: Justin Searle

Title: Commissioner

Title: President, Local Government Division

Date: 6.29.23

Date: 6/28/2023

RECOMMENDED BY:


TIM SVENSON, SHERIFF
YAMHILL COUNTY SHERIFF'S OFFICE

Accepted by Yamhill County
Board of Commissioners on
6.29.23 by Board Order
B.O. 23-253

Date: 6/28/2023

APPROVED AS TO FORM:

By: 

CHRISTIAN BOENISCH, COUNTY COUNSEL