

**FIRST AMENDMENT TO THE LOCAL MENTAL HEALTH AUTHORITY, LOCAL
PUBLIC HEALTH AUTHORITY COORDINATED CARE ORGANIZATION
AGREEMENT**

This First Amendment to the Local Mental Health Authority and Local Public Health Authority Coordinated Care Organization Agreement (this “First Amendment”) dated this January 1st, 2024, is entered by and between Yamhill County Care Organization, Inc., an Oregon nonprofit public benefit corporation, dba Yamhill Community Care (“YCCO”) and Yamhill County, a political subdivision of the State of Oregon, acting by and through its Department of Health and Human Services (“County”).

RECITALS:

- A. YCCO and the County entered into a Local Mental Health Authority and Local Public Health Authority Coordinated Care Organization Agreement (the “Underlying Agreement”) dated January 1st, 2023, memorialized in County records as Board Order 23-004.
- B. The purpose of this First Amendment is to amend the Underlying Agreement, effective January 1, 2024, to (i) extend the term of the Underlying Agreement through December 31st, 2024, (ii) reflect changes to subsection 5 of Section M, (iii) add new subsections 6 and 7 to Section M, and (iv) replace Attachment F.
- 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 Underlying Agreement.

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

- 1. Effective Date. The Effective Date of this First Amendment shall be January 1st, 2024.
- 2. Term. The Term of the Underlying Agreement, as amended by this First Amendment, shall begin on the Effective Date and shall, unless extended or terminated earlier in accordance with its terms, continue in effect until it expires on December 31st, 2024.
- 3. Subsection 5, "Community Prevention and Wellness Fund", of Section M of the Underlying Agreement is hereby deleted in its entirety and replaced with the following:

“5. Community Prevention and Wellness Fund. County will fund three (3) percent of total premium paid in 2023 as a 2024 CPW Fund contribution after the final L reports for calendar year 2023 have been submitted. These funds must be used for evidence-based prevention activities as recommended by the CPW Committee and approved by the YCCO Board. All County CPW designated funds must be tracked until fully expended with a goal to achieve a dollar for dollar or better match ratio with other community funds.”

4. Section M is hereby further amended to include the following additional subsections:
 - “6.Data Reporting – Measures and Outcome Tracking System (MOTS). Where required by Oregon Administrative Rule (OAR), County’s Health Information System shall collect, analyze, integrate, and report required data within the Measures and Outcomes Tracking System (MOTS). County shall have mechanisms in place to include in policy language, monitor compliance, and provided to YCCO annually or upon material change of the policy.
 7. Language Access. County shall complete the required language access and interpreter services survey sent by YCCO on an annual basis.”
5. Attachment F of the Underlying Agreement is hereby deleted in its entirety and replaced with Exhibit A of this First Amendment, which is attached hereto and incorporated herein by this reference.
6. Ratification. Except as otherwise expressly modified by the terms of this First Amendment, s the Underlying Agreement, as amended, shall remain unchanged and continue in full force and effect. All terms, covenants and conditions of the Underlying Agreement, as amended, not expressly modified herein are hereby ratified and confirmed and shall remain in full force and effect, and constitute valid and binding obligations of YCCO and County enforceable according to the terms thereof.
7. Authority. YCCO and County and each of the persons executing this First Amendment on behalf of YCCO and County hereby covenants and warrants that: (i) such party has full right and authority to enter into this First Amendment and has taken all action required to authorize such party (and each person executing this First Amendment on behalf of such party) to enter into this First Amendment, and (ii) the person signing on behalf of such party is authorized to do so on behalf of such entity.
8. Binding Effect. All of the covenants contained in this First Amendment 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.
9. Counterparts. This First Amendment may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same First Amendment.
10. Recitals. The foregoing recitals are intended to be a material part of this First Amendment and are incorporated herein by this reference.

Exhibit A

**Attachment F
Compensation**

Rates below reflect the amounts YCCO is to pay to Yamhill County effective 1/1/2024. Payment structure shall be a flat monthly rate. These amounts include:

1. CHA/CHIP payment in the amount of \$56,765.77 for 0.5 full time equivalent (FTE) Health Educator position that YCHHS will supply as defined in Section N, 10.
2. Community Prevention and Wellness payment in the amount of \$140,616.63 for 1.0 FTE Community Prevention Wellness position that YCHHS will supply who will be available to perform the services defined in Attachment D.
3. Needle/Syringe Exchange payment in the amount of \$102,613.49 as defined in Attachment E.
4. Family Well-Being Council payment via the CPW Fund in the amount of \$60,648.36 for a 0.5 full time equivalent (FTE) to perform the services defined in Attachment G.

Rates below reflect the amounts HHS is to pay to YCCO effective 1/1/2024. These amounts include:

1. YCHHS will fund three (3) percent of total premium paid in 2023 as a 2024 CPW Fund contribution after the final L reports for calendar year 2023 have been submitted.

IN WITNESS, WHEREOF, the parties hereto have executed this Agreement as of the Execution Date set forth below.

YAMHILL COUNTY BOARD OF COMMISSIONERS	YAMHILL COUNTY CARE ORGANIZATION, INC.
<p>DocuSigned by: <i>Lindsay Berschauer</i></p> <p>Chair, Lindsay Berschauer</p>	<p><i>Seamus McCarthy</i></p> <p>Seamus McCarthy, CEO 807 NE Third Street McMinnville, OR 97128 Date: 12/20/2023</p>
<p>DocuSigned by: <i>Mary Starrett</i></p> <p>Commissioner, Mary Starrett</p>	
<p>DocuSigned by: <i>Kit Johnston</i></p> <p>Commissioner, Kit Johnston</p>	
<p>Date: 1/31/2024</p>	
<p>Recommended by: DocuSigned by: <i>Lindsey Manfrin</i></p> <p>Lindsey Manfrin, Director HHS</p>	

Approved as to form:

DocuSigned by:
Christian Boenisch

Yamhill County Legal Counsel

Date: 1/31/2024

Approved by the BOC on: 1/25/24
via Board Order No.: 24-14