

**AMENDMENT No. 2 TO
YAMHILL COUNTY CONTRACT FOR
CORRECTIONAL HEAL CARE SERVICES**

B.O. No. 23-315

THIS AMENDMENT is made and entered into this 24th day of October, 2024, by and between the YAMHILL COUNTY, a political subdivision of the State of Oregon, acting by and through the Sheriff's Office ("County"), and MEDTRUST, LLC, a Texas limited liability company doing business as MedHealth, located at 8610 Broadway Street, Suite 270, San Antonio, Texas 78217 ("MedHealth") (collectively, the "Parties").

WHEREAS, The Parties executed a contract for correctional heal care services on August 10, 2023, via Board Order No. 23-315 (the "Contract"); and

WHEREAS, The Parties mutually agreed to extend the contract through October 26, 2024, via Board Order No. 24-267 ("Amendment No. 1"); and

WHEREAS, The Parties wish to clarify the "Cap Amount" under the Contract to account for both Amendment No. 1 and this new Amendment No. 2; and

WHEREAS, The Parties now wish to extend the Contract an additional two months to allow additional time for the County to complete their procurement process; and now, therefore

THE PARTIES hereby agree to amend the Contract as follows (new language is indicated by underlined font and deleted language is indicated by strike-out font):

1. The term of the contract is hereby extended two months from the date of expiration. Article IX, section 9.0, "TERM", is hereby amended as follows:

TERM. The ~~initial~~ Term of this Agreement shall be from August 27, 2023, to ~~October 26, 2024~~ December 31, 2024 (the "Initial Term").

2. Article I, section 1.18, "FINANCIAL LIMITATIONS", is hereby amended as follows:

FINANCIAL LIMITATIONS. MedHealth's maximum liability for costs associated with the provision of off-site and other medical services including the services in Paragraphs 1.2, 1.4, 1.6, 1.9, 1.10, 1.11 and 1.12 shall be \$100,000.00 in the aggregate per contract year (the "Cap Amount"). If the Term of this Agreement is extended beyond August 26, 2024, the succeeding Cap Amount(s) shall reset to an amount proportionate to the extension period. Costs for any medical or other health services, as set forth above, which are provided to Covered Persons during the Contract Period which are in excess of the Cap Amount shall be the responsibility of the County. When the Cap Amount for the Contract Period is reached, MedHealth will continue to provide utilization management, extend all provider discounts to the County and pay these expenses on behalf of the County, as long as the County remains current with payments due under this Agreement. Amounts paid by MedHealth which are over the Cap Amount will be periodically reconciled with the County pursuant to Paragraph 8.1. In the event there are amounts

under the Cap Amount which remain unused, any such amounts shall be returned to the County. The term "costs," as used in this section, in no way includes the costs or liabilities arising from lawsuits filed against County, its officials, employees, and agents, or MedHealth, its officials, employees, and agents.

- 3. The compensation to be paid under the Agreement is amended for the additional two months as follows. Article 8, section 8.0, "ANNUAL AMOUNT/MONTHLY PAYMENTS" is hereby amended as follows:

In addition to the monthly installment, County agrees to pay an additional \$2,500.00 per month for ~~each of the two additional months~~ the months of September and October, 2024, and \$6,718.04 for the months of November and December, 2024, to cover certain insurance costs incurred by ~~Contractor~~ MedHealth arising out of ~~this two-month~~ the four-month extension provided for under Amendments No. 1 and 2.

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. MedHealth certifies that the representations, warranties, and certifications contained in the original contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Amendment No. 2 on the date indicated by their duly authorized officials.

MEDTRUST, LLC

YAMHILL COUNTY



Signature

Ken Palombo

Name (printed)

COO

Title

10/24/2024

Date

DocuSigned by:


LINDSAY BERSCHAUER, Chair
DocuSigned by:

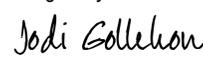

KIT JOHNSTON, Commissioner
DocuSigned by:


MARY STARRETT, Commissioner

10/25/2024

Date

APPROVED AS TO FORM

Signed by:

By: _____
Jodi Gollehon, Assistant County Counsel

**Approved by the BOC on:
10/24/2024**

via Board Order No.:24-320