

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

This Second Amendment to the Local Mental Health Authority and Local Public Health Authority Coordinated Care Organization Agreement (this “Second Amendment”) dated this January 1<sup>st</sup>, 2025, 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 dated January 1st, 2023 (the “Underlying Agreement”). The Underlying Agreement is memorialized in Yamhill County records as Board Order No. 23-004.
- B. The Underlying Agreement was first amended on January 1<sup>st</sup>, 2024, memorialized as Board Order No. 24-14 (the “First Amendment”).
- C. The purpose of this Second Amendment is to amend the Underlying Agreement, effective January 1<sup>st</sup>, 2025, to (i) extend the term of the Underlying Agreement through December 31<sup>st</sup>, 2025, (ii) reflect changes to subsection 5 of Section M, and (iii) replace Attachment F.
- D. Capitalized terms used in this Second Amendment, but not otherwise defined, shall have the same meaning as those in the Underlying Agreement (and corresponding First Amendment) 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 Second Amendment shall be January 1<sup>st</sup>, 2025.
- 2. Term. The Term of the Underlying Agreement, as amended by this Second 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 31<sup>st</sup>, 2025.

3. Subsection 5, “Community Prevention and Wellness Fund” of Section M of the Underlying Agreement (and corresponding First Amendment) 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 2024 as a 2025 CPW Fund contribution after the final L reports for calendar year 2024 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. Attachment F of the Underlying Agreement (and corresponding First Amendment) is hereby deleted in its entirety and replaced with Exhibit A of this Second Amendment, which is attached hereto and incorporated herein by this reference.
5. Ratification. Except as otherwise expressly modified by the terms of this Second Amendment, the Underlying Agreement (and corresponding First Amendment), 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.
6. Authority. YCCO and County and each of the persons executing this Second Amendment on behalf of YCCO and County hereby covenants and warrants that: (i) such party has full right and authority to enter into this Second Amendment and has taken all action required to authorize such party (and each person executing this Second Amendment on behalf of such party) to enter into this Second Amendment, and (ii) the person signing on behalf of such party is authorized to do so on behalf of such entity.
7. Binding Effect. All the covenants contained in this Second 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.
8. Counterparts. This Second Amendment may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Second Amendment.
9. Recitals. The foregoing recitals are intended to be a material part of this Second Amendment and are incorporated herein by this reference.

**Attachment F  
Compensation**

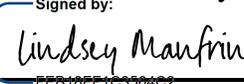
**Rates below reflect the amounts YCCO is to pay to Yamhill County effective 1/1/2025. Payment structure shall be a flat monthly rate. These amounts include:**

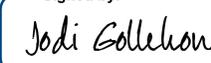
1. CHA/CHIP payment in the amount of \$58,468.75 for 0.5 full time equivalent (FTE) Health Educator position that YCHHS will supply as defined in Section N, 10.
2. Community Prevention and Wellness payment in the amount of \$144,835.13 for 1.0 FTE Community Prevention Wellness position that YCHHS will supply who will be available to perform the services defined in Attachment D.
3. Needle/Syringe Exchange payment in the amount of \$105,691.90 as defined in Attachment E.
4. Family Well-Being Council payment via the CPW Fund in the amount of \$62,467.81 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 1/1/2025. These amounts include:**

1. YCHHS will fund three (3) percent of total premium paid in 2024 as a 2025 CPW Fund contribution after the final L reports for calendar year 2024 have been submitted.

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

<b>YAMHILL COUNTY BOARD OF COMMISSIONERS</b>	<b>YAMHILL COUNTY CARE ORGANIZATION, INC.</b>
Chair, Lindsay Berschauer Signed by:  <small>1E3542C8E2074D7...</small>	 Seamus McCarthy, CEO 807 NE Third Street McMinnville, OR 97128 12/18/2024 Date: _____
Signed by:  <small>389C100B99FC411...</small> Commissioner, Mary Starrett	<p><b>Approved by the BOC on:12/12/24</b> <b>via Board Order No.:24-356</b></p>
Signed by:  <small>13D16EA2D0734D8...</small> Commissioner, Kit Johnston	
Date: 12/13/2024 _____	
Recommended by: Signed by:  <small>FEB18FF1C9304C2...</small> Lindsey Manfrin, Director HHS	

Approved as to form: Signed by:  <small>1B2A1308424342B...</small> Yamhill County Legal Counsel Date: 12/13/2024 _____
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