

FIRST AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT

THIS FIRST AMENDMENT TO THE ADMINISTRATIVE SERVICES 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 (“Yamhill CCO” or “Plan”) and Yamhill County, a political subdivision of the State of Oregon, acting by and through Yamhill County Health and Human Services Department (“YHHS”).

RECITALS

- A. Yamhill CCO and YHHS entered into an Administrative Services Agreement dated January 1, 2021.
- B. The purpose of this First Amendment is to amend the 2021 Administrative Services Agreement to reflect changes to rates effective July 1, 2021, listed herein as Exhibit C, Compensation.
- 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 its terms, continue in effect until it expires on December 31, 2021.
3. Modifications. The original Administrative Services Agreement is hereby amended, modified and supplemented as set forth in this First Amendment and incorporated herein by this reference.

EXHIBIT C
COMPENSATION

1. Effective July 1, 2021 the monthly per member per month (PMPM) will be a total of \$2.29. The breakdown of the PMPM by administrative service will be as follows:

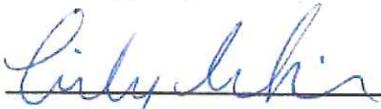
Administrative Services	Per Member Per Month (PMPM)
Member Services	\$0.38
Medical Management Services	\$0.55
Claims Processing Services	\$0.05
Data and Reporting	\$0.34
Contracting	\$0.06
Credentialing/Recredentialing	\$0.26
Compliance/Quality	\$0.41
Transition	\$0.25
Total PMPM Rate	\$2.29

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

The Plan and YHHS will continue to work together to develop appropriate Service Level measures for calendar year 2022.

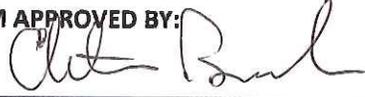
NOW, THEREFORE, the Parties hereto have caused this Agreement to be executed on the dates indicated below.

Yamhill County, Oregon

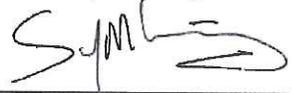
By: 
Name (printed) Lindsey Manfrin
Title: HHS Director
Dated: 9/2/21

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: 9/7/21

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
21-312