

SECOND AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT

THIS SECOND AMENDMENT TO THE ADMINISTRATIVE SERVICES AGREEMENT dated this 1st day of January, 2022, 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 (Board Order No. 20-456).
- B. The purpose of this Second Amendment is to amend the Administrative Services Agreement to reflect changes to compensation effective January 1, 2022, listed herein as Exhibit C, Compensation.
- C. Capitalized terms used in this Second Amendment, but not otherwise defined in this Second 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 Second Amendment shall be January 1, 2022.
2. Term. The Term of 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 June 30, 2022.
3. Modifications. The original Administrative Services Agreement is hereby amended, modified and supplemented as follows:

The original “Exhibit C – Compensation” is replaced in its entirety with the new “Exhibit C – Compensation” attached hereto and incorporated herein.

EXHIBIT C
COMPENSATION

1. Effective January 1, 2022 through June 30, 2022, the monthly per member per month (PMPM) will be a total of \$0.25.

Administrative Services	Per Member Per Month (PMPM)
Transition	\$0.25
Total PMPM Rate	\$0.25

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.

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

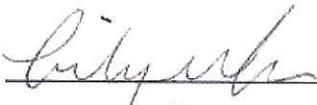
Yamhill County, Oregon

By: 

Name (printed) Lindsay Berschauer

Title: Chair, Board of Commissioners

Dated: 2-24-22

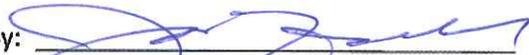
By: 

Name (printed) Lindsay Manfrin

Title: HHS Director

Dated: 2/23/22

FORM APPROVED BY:

By: 

Name (printed) Jodi Colburn

Title: Asst. County Counsel

Dated: 3/3/22

Yamhill Community Care Organization, Inc.

By: 

Name (printed): Seamus McCarthy, PhD

Title: President & Chief Executive Officer

Dated: March 15, 2022