

**SECOND AMENDMENT TO THE AGREEMENT FOR HEALTH CARE SERVICES  
(Effective July 1, 2021)**

This Second Amendment to the Agreement for Health Care Services, effective *nunc pro tunc* July 1, 2021 (this "Amendment"), to the Agreement for Inmate Healthcare Services dated February 1, 2018 (the "Agreement"), is by and between Wellpath LLC, f/k/a Correct Care Solutions, LLC ("Wellpath") and the County of Yamhill ("County") (each, a "Party," and collectively, the "Parties").

**WHEREAS**, the County and the duly elected Sheriff (hereinafter the "Sheriff") are charged by law with the responsibility for administering, managing, and supervising the health care delivery system of the Yamhill County Jail located at 535 NE 5<sup>th</sup> Street #106, McMinnville, Oregon 97128 (hereinafter, "Jail");

**WHEREAS**, the County and the Juvenile Detention Director are charged by law with the responsibility for administering, managing, and supervising the health care delivery system of the Yamhill County Juvenile Detention Facility located at 535 NE 5<sup>th</sup> Street, McMinnville, Oregon 97128 (hereinafter "Juvenile Detention Facility");

**WHEREAS**, the objective of the County is to provide for the delivery of quality health care to the Adults in Custody and Detainees of the Jail (hereinafter, "Jail Population") as well as Detention House Youth, in accordance with applicable law; and

**WHEREAS**, the Parties desire to increase nursing compensation by six dollars (\$6.00) per hour, which shall be borne equally between the Parties; and

**WHEREAS**, in order to effectuate the increase in nursing compensation, the Parties desire to increase the monthly base amount to be paid to Wellpath under the Agreement.

**ACCORDINGLY**, the Parties agree as follows:

1. **AMENDMENT TO SECTION 8.0, ANNUAL AMOUNT/MONTHLY PAYMENTS.** The Agreement shall be amended by deleting subsections 8.0.4, 8.0.5, and 8.0.6 in their entirety, and replacing them as follows:
  - 8.0.4 **YEAR FOUR.** The base amount to be paid by the County to Wellpath is \$1,382,567.49 during the fourth 12-month period, payable in monthly installments. Each monthly installment for the 5-month period from February 1, 2021 through June 30, 2021 shall be \$112,464.69, and each monthly installment for the 7-month period from July 1, 2021 through January 31 shall be \$117,177.72, pro-rated for any partial months and subject to any reconciliations as set forth below.
  - 8.0.5 **YEAR FIVE.** The base amount to be paid by the County to Wellpath is \$1,441,285.92 during the fifth 12-month period, payable in equal monthly installments. Each monthly installment shall be \$120,107.16, pro-rated for any partial months and subject to any reconciliations as set forth below.
  - 8.0.6 **YEAR SIX.** The base amount to be paid by the County to Wellpath is \$1,477,318.08 during the sixth 12-month period, payable in equal monthly installments. Each monthly installment shall be \$123,109.84, pro-rated for any partial months and subject to any reconciliations as set forth below.

2. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.
3. **DEFINITIONS.** Capitalized terms used but not defined herein shall have the meaning ascribed to them under the Agreement.
4. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

*Signature Page Follows*

**IN WITNESS WHEREOF**, the Parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

**AGREED TO AND ACCEPTED AS STATED ABOVE:**

COUNTY OF YAMHILL, OREGON

WELLPATH LLC

By: *Lindsay Berschauer*

By: DocuSigned by:  
*Justin Searle*  
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Name: Lindsay Berschauer

Name: Justin Searle

Title: Chair, Board of Commissioners

Title: President, Local Government West Division

Date: 3/10/22

Date: 2/16/2022

**RECOMMENDED BY:**

*Tim Svenson*  
TIM SVENSON, SHERIFF  
YAMHILL COUNTY SHERIFF'S OFFICE

Date: 3/4/2022

**APPROVED AS TO FORM:**

By: *Christian Boenisch*  
CHRISTIAN BOENISCH, COUNTY COUNSEL

Accepted by Yamhill County  
Board of Commissioners on  
3/10/22 by Board Order  
# 22-77