

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

This Third Amendment to the Local Mental Health Authority and Local Public Health Authority Coordinated Care Organization Agreement (this “Third Amendment”) dated this January 1st, 2026, 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 1st, 2024, memorialized as Board Order No. 24-14 (the “First Amendment”). The Underlying Agreement was amended on December 12th, 2024, memorialized as Board Order No. 24-356 (the “Second Amendment”).
- C. The purpose of this Third Amendment is to further amend the Underlying Agreement, effective January 1st, 2026, to (i) extend the term of the Underlying Agreement through December 31st, 2026, (ii) reflect changes to subsection 5 of Section M, and (iii) replace Attachment F.
- D. Capitalized terms used in this Third Amendment, but not otherwise defined, shall have the same meaning as those in the Underlying Agreement (and corresponding amendments) 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 Third Amendment shall be January 1st, 2026.
- 2. Term. The Term of the Underlying Agreement, as amended by this Third 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 31st, 2026.
- 3. Subsection 5, “Community Prevention and Wellness Fund” of Section M of the Underlying Agreement (and corresponding amendments) is hereby deleted in its entirety.
- 4. Attachment F of the Underlying Agreement (and corresponding amendments) is hereby deleted in its entirety and replaced with Exhibit A of this Third Amendment, which is attached hereto and incorporated herein by this reference.

5. Ratification. Except as otherwise expressly modified by the terms of this Third Amendment, the Underlying Agreement (and corresponding amendments), 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 Third Amendment on behalf of YCCO and County hereby covenants and warrants that: (i) such party has full right and authority to enter into this Third Amendment and has taken all action required to authorize such party (and each person executing this Third Amendment on behalf of such party) to enter into this Third 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 Third Amendment shall be binding upon and shall incur to the benefit of the parties hereto and their respective heirs, legal representatives and permitted successors and assigns.
8. Counterparts. This Third Amendment may be executed in multiple counterparts, each of which shall be original, but all of which shall constitute one and the same Third Amendment.
9. Recitals. The foregoing recitals are intended to be a material part of this Third Amendment and are incorporated herein by this reference.

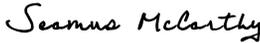
**Attachment F
Compensation**

Rates below reflect the amounts YCCO is to pay to Yamhill County effective 1/1/2026. 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 funding through June 30th, 2026, in the amount of \$72,417.57 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.

YCHHS will fund three (3) percent of total premium paid in 2025 as a 2026 CPW Fund contribution after the final L reports for calendar year 2025 have been submitted.”

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

YAMHILL COUNTY BOARD OF COMMISSIONERS	YAMHILL COUNTY CARE ORGANIZATION, INC.
	
Chair, Kit Johnston 535 NE Fifth Street McMinnville, OR 97128 Date: <u>01/15/2026</u>	Seamus McCarthy, CEO 807 NE Third Street McMinnville, OR 97128 Date: <u>1/22/2026</u>
	
Commissioner, Mary Starrett	
	
Commissioner, (Bubba) David King	
Date: <u>01/15/2026</u>	
Recommended by: <small>Signed by:</small> 	
Lindsey Manfrin, Director HHS	

Approved as to form: 

Yamhill County Legal Counsel

Date: 01/15/2026

Approved by the Yamhill County Board of

Commissioners on 01/15/2026

via Board Order 26-013.