14 SEP 22 P4:25

DHS
Oregon Department
of Human Services

Grant Agreement Number 142668

AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL GRANT AGREEMENT

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This is amendment number **01** to Grant Agreement Number **142668** between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

Yamhill County Health Department
412 NE Ford Street
McMinnville, Oregon 97128
Telephone: 503-434-7525
Fax: 503-434-7553
E-mail address: manfrinl@co.yamhill.or.us

hereinafter referred to as "Recipient."

1. Upon signature by all applicable parties, this amendment shall be effective on **July 1, 2014**, regardless of the date it is actually signed by all parties.

2. The Agreement is hereby amended as follows:

a. Section 1, Effective Date and Duration, is amended as follows: language to be deleted or replaced is ~~struck through~~; **new language is underlined and bold.**

1. Effective Date and Duration

This Agreement shall become effective on **July 1, 2013** when signed by all parties. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate on ~~June 30, 2014~~ **June 30, 2015**. Agreement termination or expiration shall not extinguish or prejudice DHS' right to enforce this Agreement with respect to any default by Recipient that has not been cured.

B.D. 14-288

b. Section 3, Grant Reimbursement Generally, paragraph a, is deleted in its entirety and restated with the following:

In accordance with the terms and conditions of this Agreement, DHS shall reimburse Recipient up to a maximum not-to-exceed amount for specific Program allowable costs as stated in Exhibit A, Part 3, within the effective dates for funding as follows:

Funding and Effective Dates	Not-to-Exceed Amount
July 1, 2013 – June 30, 2014	$9,470
July 1, 2014 – June 30, 2015	$3,000

c. Exhibit A, Part 2, Program Description, paragraph 6.b.(5), is amended as follows: **new language is underlined and bold.**

(5) Ensure required school participation data is reported to DHS no later than **April 10, 2014, June 10, 2014, April 10, 2015** AND **June 10, 2015**.

d. Exhibit A, Part 2, Program Description, paragraph 7.a.(3), is amended as follows: **new language is underlined and bold.**

(3) Reporting shall occur not later than **April 10, 2014, July 10, 2014, April 10, 2015** AND **June 10, 2015**.

3. Certification.

a. Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the Agreement work is being performed. The Recipient certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Recipient further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient. Without limiting the generality of the foregoing, by signature on this Agreement, the Recipient hereby certifies that:

(1) Under penalty of perjury the undersigned is authorized to act on behalf of Recipient and that Recipient is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620;

(2) The information shown in Data and Certification, of original Agreement or as amended is Recipient's true, accurate and correct information;

(3) To the best of the undersigned's knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;

(4) Recipient and Recipient's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: *http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf*;

(5) Recipient is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Nonprocurement Programs" found at: *https://www.sam.gov/portal/public/SAM/*; and

(6) Recipient is not subject to backup withholding because:

(a) Recipient is exempt from backup withholding;

(b) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or

(c) The IRS has notified Recipient that Recipient is no longer subject to backup withholding.

b. Recipient hereby certifies that the FEIN provided to DHS is true and accurate. If this information changes, Recipient is also required to provide DHS with the new FEIN within 10 days.

c. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. Recipient certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.

4. Recipient Data and Certification. Recipient shall provide current information as required below. This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Recipient Name (exactly as filed with the IRS): Yamhill County

Street address: 535 NE 5th Street

City, state, zip code: McMinnville, OR 97128

Email address: manfrinl@co.yamhill.or.us

Telephone: (503) 434-7525 Facsimile: (503) 472-9731

Federal Employer Identification Number: 93-6002318

Proof of Insurance:

Workers' Compensation Insurance Company: Citycounty Insurance Services (CIS)

Policy #: 13WYAMC Expiration Date: 7/1/14

Recipient shall provide proof of Insurance upon request by DHS or DHS designee.

5. Signatures.

RECIPIENT: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

Yamhill County Health Department
By:

Allen Springer Chair, Board of Commissioners 5/29/14
Authorized Signature Title Date

State of Oregon acting by and through its Department of Human Services
By:

SSP Queen 6/29/14
Authorized Signature Title Date

Approved for Legal Sufficiency
Not required per OAR 137-045-0030(1)(a)

Office of Contracts and Procurement

Jewelee Bell 7/7/14
Jewelee Bell, Contract Specialist Date

Accepted by Yamhill County
Board of Commissioners on
5/29/14 by Board Order
#14-288

Received Time May. 29. 2014 11:42AM No. 1877

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Approved for Legal Sufficiency
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