



Agreement Number 148178

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

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This is amendment number 1 to Agreement Number 148178 between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "OHA" and

**Yamhill County Public Health
412 N Ford Street
McMinnville, Oregon 97128
Telephone: (503) 434-7439
E-mail address: derveeng@co.yamhill.or.us**

hereinafter referred to as "County."

1. This amendment shall become effective on the date this amendment has been fully executed by every party and, when required, approved by Department of Justice.
2. The Agreement is hereby amended as follows:
 - a. Exhibit A, Part 3 "Payment and Financial Reporting" is hereby superseded and restated in its entirety as set forth in "Exhibit A, Part 3 Payment and Financial Reporting" attached hereto and incorporated herein by this reference.
 - b. Exhibit A, Part 4 "State Food Pool and Lodging Section Oversight Activities," Section 5 is deleted in its entirety and restated with the following:
 5. "OHA shall conduct triennial reviews of LPHA in accordance with OAR 333-012-0070(2)."
3. **Certification.**
 - a. The County 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 County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a "false claim" (as defined

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by ORS 180.750) or an act prohibited by ORS 180.755. County 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 County. Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies that:

- (1) The information shown in County Data and Certification, of original Agreement or as amended is County's true, accurate and correct information;
 - (2) To the best of the undersigned's knowledge, County 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;
 - (3) County and County'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>;
 - (4) County 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
 - (5) County is not subject to backup withholding because:
 - (a) County is exempt from backup withholding;
 - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified County that County is no longer subject to backup withholding.
- b. County is required to provide its Federal Employer Identification Number (FEIN). By County's signature on this Agreement, County hereby certifies that the FEIN provided to OHA is true and accurate. If this information changes, County is also required to provide OHA 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. County 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. Signatures.

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

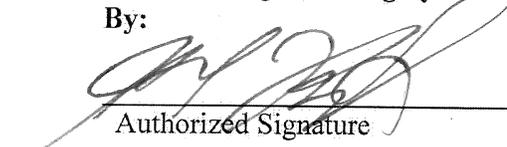
Yamhill County Public Health

By:

 _____
Authorized Signature Title Date
Chair, Board of Commissioners 3-10-16

State of Oregon, acting by and through its Oregon Health Authority

By:

 _____
Authorized Signature Title Date
INT. ADMINISTRATOR 3/16/16

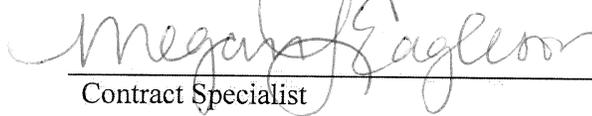
Approved for Legal Sufficiency:

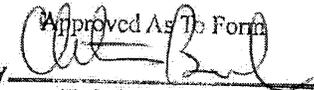
Exempt per OAR 137-045-0050(2)

Assistant Attorney General

_____ Date

Office of Contracts and Procurement:

 _____
Contract Specialist Date
3/15/16

Approved As To Form
by  _____
Christian Bocrisch
County Counsel
Yamhill County

Accepted by Yamhill County
Board of Commissioners on

3-10-16 by Board Order

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**OREGON HEALTH AUTHORITY
2015-2017 INTERGOVERNMENTAL AGREEMENT
FOR ENVIRONMENTAL HEALTH SERVICES**

**EXHIBIT A
Part 3**

Payment and Financial Reporting

Interim remittances shall be made to OHA subject to ORS 293.462, and in accordance with terms and conditions set forth in Exhibit A, Part 2, IX of this Agreement.

1. **Foodborne Illness Prevention Program** - Not later than thirty (30) days following the last day of a particular calendar quarter, LPHA shall remit **\$3,900.00** to OHA which is a portion of the fees collected by LPHA pursuant to the FIPP Work performed under this Agreement that is approximately twenty-five percent (25%) of the fees assessed for LPHA for a particular calendar year, or as negotiated and modified by amendment to this Agreement.
 - a. The remittance to OHA shall be accompanied by a written remittance summary report that shall describe all Work performed with particularity and by whom it was performed and shall itemize and explain each remittance category contained in the report.
 - b. Each remittance summary report also shall include the total amount remitted to date by LPHA prior to the current remittance LPHA shall send remittances to OHA's Agreement Administrator.
2. **Public Pool and Spa Program** - Not later than thirty (30) days following the last day of a particular calendar quarter, LPHA shall remit to OHA **\$45.00** for each license issued by LPHA in that quarter under ORS 448.035, which is a portion of the fees collected by LPHA.
3. **Tourist Facility Program** - Not later than thirty (30) days following the last day of a particular calendar quarter, for each license issued in that quarter, the Local Public Health Authority must remit 15% of the state licensing fee or 15% of the Local Public Health Authority license fee, whichever is less, to OHA for consultation services and maintenance of the statewide program for facilities licensed under ORS 446.425.