



Agreement Number 148087

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF
COMMUNITY DEVELOPMENTAL DISABILITY SERVICES**

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This is amendment number **02** (the "Amendment") to Intergovernmental Agreement Number **148087** (the "Agreement") between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and Yamhill County ("County").

AMENDMENT

1. Upon signature by all applicable parties, this Amendment shall be effective on the later of (a) July 1, 2017 or (b) when required, the date this Amendment has been approved by the Department of Justice, regardless of the date the Amendment is actually signed by all other parties.
2. The Agreement is hereby amended as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

Section 1 "Effective Date and Duration" is hereby amended as follows:

This Agreement shall become effective on July 1, 2015. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on ~~June 30, 2017~~ **September 30, 2017**. Agreement termination or expiration shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.

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 by ORS 180.750) or an act prohibited by ORS 180.755. County further

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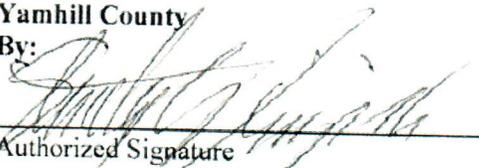
acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon 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" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>
 - (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 DHS is true and accurate. If this information changes, County 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. 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.

Yamhill County

By:


Authorized Signature

Board of Commissioners, Chair
Title

Stan Armozich
Printed Name

June 22, 2017
Date

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

By:


Authorized Signature

ODDS COO
Title

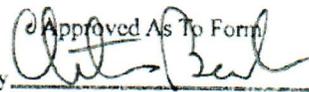
LeaAnn Stulthert
Printed Name

6/26/17
Date

Approved for Legal Sufficiency:

/s/ Steven Marlowe
Assistant Attorney General

June 13, 2017
Date

Approved As To Form
by 
Christian Boenisch
County Counsel
Yamhill County

Accepted by Yamhill County
Board of Commissioners on
6-22-17 by Board Order
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