

Agreement Number 152027

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

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This is amendment number **01** to Agreement Number **152027** between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "OHA" and

Yamhill County Health and Human Services
Attention: Silas Halloran Steiner, Director
627 NE Evans Street
McMinnville, OR, 97128
Telephone: 503.434.7523
Facsimile: 503.434.4907
E-mail address: halloras@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.
Upon signature by all applicable parties, this Amendment shall be effective on the later of July 1, 2017 or 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:
 - a. The agreement is hereby 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 the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice or on September 1, 2016 whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2017**. Agreement termination or expiration shall not extinguish or prejudice OHA's right to enforce this Agreement with respect to any default by Recipient that has not been cured.

- b. The agreement is hereby amended as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is ~~\$383,962.00~~ **\$767,924.00**. OHA will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. OHA will disburse the grant to Recipient as described in Exhibit A.

- c. As of July 1, 2017, Exhibit A, Part 1 “Statement of Work”, **Section 3** is amended as set forth in Attachment 1, attached hereto and incorporated herein by this reference language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
- d. As of July 1, 2017, Exhibit A, Part 2 “Payment and Financial Reporting” is amended as set forth in Attachment 2, attached hereto and incorporated herein by this reference language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

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 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 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. **County Data.** County shall provide current information as required below. This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

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

Street address: 535 NE Fifth St.

City, state, zip code: McMinnville OR 97128

Email address: _____

Telephone: (503) 434 7523 Facsimile: (503) 434 4907

Proof of Insurance:

Workers' Compensation Insurance Company: SAIF

Policy #: 871 736 Expiration Date: 4/30/2018

County shall provide proof of Insurance upon request by OHA or OHA designee.

5. Signatures.

Yamhill County Health and Human Services

By:



Authorized Signature

Stan Primozich

Printed Name

Board of Commissioners, Chair

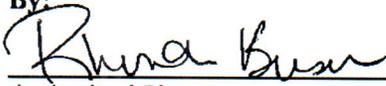
Title

7-20-17

Date

State of Oregon acting by and through its Oregon Health Authority

By:



Authorized Signature

Rhonda Buser

Printed Name

ProSDCS Director

Title

8-9-17

Date

Approved for Legal Sufficiency:

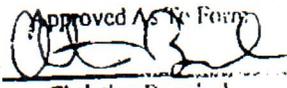
Via e-mail by Steven Marlowe, Assistant Attorney General on June 28, 2017. Email on file.

Assistant Attorney General

Date

OHA Program Review:

Approved by Arlenia Broadwell on June 29, 2017, email in Contract file.

Approved As To Form
by 

Christian Beemisch
County Counsel
Yamhill County

Accepted by Yamhill County
Board of Commissioners on
7-20-17 by Board Order
17-287

**ATTACHMENT 1
EXHIBIT A**

**Part 1
Program Description**

3. Program Activities

The allowable Program activities, for which funding to Recipient under this Agreement may be used, are described below. Recipient will establish Facilitating Center that will provide enhanced Peer Delivered Services (PDS) and technical assistance on PDS to PDS providers and others that support recovery from Substance Use Disorders (SUD) in Yamhill, Marion and Polk Counties.

3.1 Training Program Development

- a. Recipient will operate a ~~secure a~~ Facilitating Center site, ~~by November 30, 2016.~~
- b. Recipient will conduct ongoing ~~a~~-needs assessment for each of the identified specialized populations; people using medically assisted treatment, people who have been incarcerated, people without homes and seniors.
- d. Recipient will update and expand ~~develop~~ curriculum for each population, addressing the unique strength and needs of the population served. The various curricula will include self-study technology (web-streaming, video conferencing, etc.) and self-study processes (~~webinars~~, interactive study guides, on-line coaching, etc.).
- e. Recipient will administer ~~develop~~ assessment, and evaluation instruments to evaluate the trainings and the effects of training on services provided.

~~(Completion of above activities due: on an ongoing basis from September 2016 through November 30, 2016.~~

3.2 Training Program Delivery

- a. Recipient will recruit and select ~~the first cohorts~~ of individuals to participate in the specialized peer support specialists training programs.
- c. Recipient will, using the instruments created by the Facilitating Center ~~per Section 3.1 Training Program Development~~, collect data and evaluate the impact of the specialized training programs for each identified population.

~~(Completion of above activities due: on an ongoing basis from December 1, 2016 through February 28, 2017).~~

3.3 Refine Trainings and Technical Support

- a. Recipient will, based upon evaluation and feedback on the training programs, make refinements to each of the training programs including, but not limited to, development of follow-up technical support and mentoring services. **This will include adding an oral health component.**

3.4 Develop and Deliver Training and Technical Support Tools

- a. Based on the refinements to the specialized peer support **specialist** training programs, Recipient will **update** ~~complete~~ a training manual. This should include but is not limited to, a) outreach protocols and support materials; b) written curricula and materials; c) self- study and webinar programs; and d) remote learning participation technology.
- b. Using all materials created to meet the requirements of this Agreement, Recipient **will continue to** recruit ~~a second~~ cohorts for each of the specialized trainings **and will deliver the** ~~will be to receive~~ trainings. **Recipient will** ~~and~~ evaluate the trainings and results.
At least one cohort will use remote learning technologies.

~~(Completion of above activities due: on an ongoing basis from June 1, 2016 through June 30, 2017).~~

3.5 One-day Learning Collaborative Sessions

Recipient's staff shall attend **up to six** ~~three~~ one-day learning collaborative sessions in person with OHA, other grant recipients, and stakeholders.

~~(Completion of above activity due: as scheduled by OHA).~~

ATTACHMENT 2

EXHIBIT A

Part 2 Payment and Financial Reporting

1. Progress Reports and Invoices:

- a. Recipient shall, in an OHA approved format, prepare and submit electronic written quarterly summary Progress Reports as required by Section 4. Reporting Requirements of Exhibit A. part 1.
- b. The Recipient must prepare and submit ~~ten (10)~~ **23** written monthly invoices via email to OHA at amhcontract.administrator@state.or.us in the amount of ~~\$38,396.20~~ **\$15,998.** for each month beginning ~~September~~ **July 1, 2016** through ~~May 2019~~ **and one (1) month in the amount of \$16,008 for** ~~June 30, 2017~~ **9.** The subject line of each email must indicate that an invoice is attached.

2. Disbursement of Grant Funds

- a. Following OHA's receipt and approval of the monthly invoices required from Recipient by Section 1., subject to Recipient's continuing compliance with the Reporting requirements of this Agreement, and subject to the conditions in Section 4. below, OHA will release **23** ~~a~~ **payments** of ~~\$38,396.20~~ **\$15,998. and one (1) for \$16,008** for ~~each~~ **subject** monthly invoice.
- b. OHA will not pay any amount in excess of the maximum not-to-exceed amount set forth in section 3. Consideration. Recipient shall submit all invoices no later than sixty (60) days after the date of the expiration or termination of this Agreement.