



Agreement Number 154323

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

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This is amendment number **02** to Agreement Number **154323** between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

**Yamhill County
Acting by and through its Health and Human Services
Attention: Silas Halloran-Steiner
627 NE Evans Street
McMinnville, OR 97128
Telephone: 503-434-7523
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.
2. The Agreement is hereby amended as follows:
 - a. **Section 1, Effective Date and Duration**, to read as follows: language to be deleted or replaced is ~~struck through~~ and new language is **underlined and bold**.

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 July 1, 2017, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on ~~June 30, 2019~~ **June 30, 2020**. 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.

- b. **Section 3, Consideration, subsection a. only**, to read as follows: language to be deleted or replaced is ~~struck through~~ and new language is **underlined and bold**.

The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is ~~\$625,000.00~~ **\$937,500.00**. DHS will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.

- c. **Exhibit A, Part 2, Payment Provisions, Section 1. a. only**, is hereby amended as follows: Deleted language is ~~struck through~~ and new language is **underlined and bold**.

As consideration for the services provided by the County during the period specified Section 1. Effective Date and Duration, DHS will pay to the County, a maximum not-to-exceed amount as specified in Section 3. Consideration, as follows:

DHS will pay County at the rate of \$26,041.66 per month for the provision of all Services as described in Exhibit A, Part 1 for the time period July 1st, 2017 through ~~June 30, 2019~~ **June 30, 2020**.

- d. **Exhibit A, Part 3 “Special Provisions”, Section 7. only** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

7. **Nondiscrimination.**

- a.** The County must provide services to DHS clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients.

- b.** **County certifies that County has a written policy and practice that meets the requirements described in ORS 279A.112 for preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. County agrees, as a material term of this Agreement, to maintain such policy and practice in force during the entire Agreement term.**

3. 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. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement amendment, the County hereby certifies under penalty of perjury that:

a. The County is in compliance with all insurance requirements in Exhibit C of the original Agreement and notwithstanding any provision to the contrary, County shall deliver to the DHS Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance for any extension of the insurance coverage, within 30 days of execution of this Agreement Amendment. By certifying compliance with all insurance as required by this Agreement, County acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. County may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;

b. 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;

c. The information shown in County Data and Certification, of original Agreement or as amended is County's true, accurate and correct information;

d. 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;

e. 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>;

f. 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/>;

g. County is not subject to backup withholding because:

- (1) County is exempt from backup withholding;
- (2) 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
- (3) The IRS has notified County that County is no longer subject to backup withholding.

h. County Federal Employer Identification Number (FEIN) provided to DHS is true and accurate. If this information changes, County is required to provide DHS with the new FEIN within 10 days.

5. **County Data.** This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

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: lundend@co.yamhill.or.us

Telephone: (503) 434-7501 **Facsimile:** (503) 434-7553

Proof of Insurance: County shall provide the following information upon submission of the signed Agreement amendment. All insurance listed herein and required by Exhibit C of the original Agreement, must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: SAIF

Policy #: 871736 **Expiration Date:** 07/01/2019

6. Signatures.

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

Yamhill County acting by and through its Health and Human Services

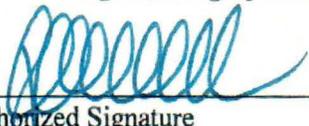
By:


Authorized Signature
Chair, Commissioner
Title

Richard L. Olson
Printed Name
5/9/19
Date

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

By:


Authorized Signature
Deputy Director Child Welfare
Title

Jana Mclellan
Printed Name
15 MAY 2019
Date

Approved for Legal Sufficiency:

Via e-mail by Jeffrey J. Wahl, Assistant Attorney General 4/26/2019
Department of Justice Date

Accepted by Yamhill County
Board of Commissioners on
5/9/19 by Board Order
19-144