

**OREGON HEALTH AUTHORITY  
INTERGOVERNMENTAL AGREEMENT  
FOR ENVIRONMENTAL HEALTH SERVICES**

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This **Second Amendment** to Oregon Health Authority Intergovernmental Agreement for Environmental Health Services (as amended the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Yamhill County Public Health, the Local Public Health Authority ("LPHA"), acting by and through its Health and Human Services Department, each a "Party" and together, the "Parties."

**AGREEMENT**

1. Section 6, LPHA Responsibilities, Subsection 6.2, is hereby amended as follows: language to be replaced or changed is ~~struck through~~; new language is **underlined and bold**.
  - 6.2 Not later than thirty (30) days following receipt of an invoice from OHA, remit the following licensing fees to OHA:
    - For the tourist facility program, fifteen percent (15 %) of the state licensing fee or fifteen percent (15 %) of the county licensing whichever is less collected by county that quarter, in accordance with ORS 446.425;
    - For the pool facility program, in the amount of \$45, for each license issued by the LPHA in that quarter under ORS 448.035 or such other amount agreed upon by the parties;
    - For the restaurant, bed and breakfast facility, commissary, mobile unit and warehouse licensing programs, a predetermined percentage of licensing revenue. For each biennium, this amount is determined by dividing OHA's food program costs by the total projected statewide licensing revenue. Statewide revenue is calculated using marker fees set forth in ORS 624.490. The projected food program cost for **July 1, 2019 through June 30, 2020 is \$1,025,276. The total statewide revenue projection for this timeframe is \$5,891,104. The resulting remittance factor is 17.4%. (\$1,025,276 divided by \$5,891,104 = 17.4%)**  
**NOTE: This remittance factor is based on statewide licensing fees set forth in ORS 624.490 prior to July 1, 2019. Senate Bill 28 of the 2019 Oregon Legislative Session increased statewide licensing fees effective July 1, 2019. The remittance factor of 17.4% will remain in effect for one year (July 1, 2019 through June 30, 2020). An amendment to this Agreement will address the revised licensing fees for the second half of the biennium (July 1, 2020 through June 30, 2021) as necessary; the 2017-2019 biennium is \$1,537,673. This figure is reduced by existing funds in the food program account (\$350,000). The total projected licensing revenue for all LPHAs for the 2017-19 biennium is \$10,913,165. (\$1,537,673 - \$350,000) / \$10,913,165 = 10.88%.**
    - **According to OAR 333-012-0057(1)(g), the annual amount remitted by the Local Public Health Authority in the first year of the biennium may not be less than 35 percent of the total biennial amount; and**

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- For the final invoice of a given fiscal year, LPHA may request an invoice in advance of the actual due date and pay the required licensing fees in advance.

2. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
3. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.
4. This Amendment becomes effective on the date of the last signature below.
5. LPHA Data and Certification.
  - a. **LPHA Information.** LPHA shall provide information set forth below. This information is requested pursuant to ORS 305.385.

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:**

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

Street address: 535 NE 5th Street

City, state, zip code: McMinnville, OR 97128

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

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

Federal Employer Identification Number: \_\_\_\_\_

**Proof of Insurance:**

Workers' Compensation Insurance Company: SAIF

Policy #: 871736 Expiration Date: 07/01/20

The above information must be provided prior to Agreement approval. LPHA shall provide proof of Insurance upon request by OHA or OHA designee.

**b. Certification.** The LPHA 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 LPHA and that pertains to this Agreement or to the project for which the Agreement work is being performed. The LPHA 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. LPHA 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 LPHA. Without limiting the generality of the foregoing, by signature on this Agreement, the LPHA hereby certifies that:

- (1) The information shown in this Section 5, LPHA Data and Certification, is LPHA's true, accurate and correct information;
- (2) To the best of the undersigned's knowledge, LPHA 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) LPHA and LPHA'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) LPHA is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>; and
  - (5) LPHA is not subject to backup withholding because:
    - (a) LPHA is exempt from backup withholding;
    - (b) LPHA has not been notified by the IRS that LPHA is subject to backup withholding as a result of a failure to report all interest or dividends; or
    - (c) The IRS has notified LPHA that LPHA is no longer subject to backup withholding.
- c. LPHA is required to provide its Federal Employer Identification Number (FEIN). By LPHA's signature on this Agreement, LPHA hereby certifies that the FEIN provided to OHA is true and accurate. If this information changes, LPHA is also required to provide OHA with the new FEIN within 10 days.

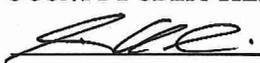
IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

**6. Signatures.**

**OREGON HEALTH AUTHORITY**

By:   
 Name: Andre Ourso  
 Title: Administrator, Center for Health Protection  
 Date: 9/16/19

**YAMHILL COUNTY PUBLIC HEALTH LOCAL PUBLIC HEALTH AUTHORITY**

By:   
 Name: SPLAS HALLO-RAN-STEPNER  
 Title: HHS DIRECTOR  
 Date: 9/11/19

**DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY**

Shannon O'Fallon approved via email July 31, 2019.

**REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION**

By:   
 Name: Brett Sherry (or designee)  
 Title: Program Manager  
 Date: 9/16/19

Accepted by Yamhill County  
 Board of Commissioners on  
9/12/19 by Board Order  
 # 19-338