



Contract Number 159384

**REINSTATEMENT AMENDMENT TO
STATE OF OREGON
PERSONAL/PROFESSIONAL SERVICES CONTRACT**

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This Reinstatement and Amendment of Contract is made and entered into as of the date of the last signature below by and between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "OHA" and

**Yamhill County Health & Human Services
627 NE Evan Street
Mcminnville, Oregon 97128
Attention: Christina Malae
Telephone: (503) 434-7523
E-mail address: malaec@co.yamhill.or.us**

hereinafter referred to as "Contractor."

RECITALS

WHEREAS, OHA and Contractor entered into that certain Contract number **159384** effective on **July 1, 2019**, incorporated herein by this reference (the Contract);

WHEREAS, OHA and Contractor intended to amend the Contract to extend its effectiveness through **December 31, 2021**;

WHEREAS, the proposed amendment number **02** to extend the effectiveness of the Contract and otherwise modify it was not executed by the parties prior to the Contract's expiration date;

WHEREAS, the Contract expired on **June 30, 2021** in accordance with its terms; and

WHEREAS, OHA and Contractor desire to reinstate the Contract in its entirety as of **June 30, 2021**, and to amend the Contract (once reinstated) to extend its effectiveness through **December 31, 2021**, as set forth herein.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to the following:

AMENDMENT

1. **Reinstatement.** OHA and Contractor hereby reinstate the Contract in its entirety as of **June 30, 2021** and agree that the Contract was and is in full force and effect from its effective date through the date of this Reinstatement and Amendment. OHA and Contractor further agree that, upon the amendment of **Section 1. "Effective Date and Duration"** of the Contract pursuant to Paragraph 2 below, the Contract was, is and will be in full force and effect from the effective date through the expiration date set forth in **Section 1. "Effective Date and Duration"**, as amended, subject to the termination provisions otherwise set forth in the Contract.
2. **Amendment.** OHA and Contractor hereby amend the Contract as follows.
 - a. Section 1 "Effective Date and Duration" of the Contract Document is hereby amended to change the expiration date of the Contract from June 30, 2021 to December 31, 2021.
 - b. Exhibit E, "Financial Pages," is hereby amended as set forth in Attachment 1, attached hereto and incorporated herein by this reference.
3. Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to Contractor and the Contract. OHA's performance under the Contract is conditioned upon Contractor's compliance with the obligations of contractors under ORS 279B.220, 279B.230 and 279B.235, which are incorporated by reference herein.
4. Except as expressly amended above, all other terms and conditions of the initial Contract and any previous amendments are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the initial Contract 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.
5. **Certification.** Without limiting the generality of the foregoing, by signature on this Contract, the undersigned hereby certifies under penalty of perjury that:
 - a. Contractor is in compliance with all insurance requirements in Exhibit C of the original Contract and, notwithstanding any provision to the contrary, Contractor shall deliver to the OHA Contract Administrator (see page 1 of the original Contract) the required Certificate(s) of Insurance for any extension of the insurance coverage required by Exhibit C of the original Contract, within 30 days of execution of this Contract Amendment. By certifying compliance with all insurance as required by this Contract, Contractor acknowledges it may be found in breach of the Contract for failure to obtain required insurance. Contractor may also be in breach of the Contract for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Contract;
 - b. Contractor 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 Contractor and that pertains to this Contract or to the project for which the Contract work is being performed. Contractor 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. Contractor further

acknowledges that in addition to the remedies under this Contract, 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 Contractor;

- c. The undersigned is authorized to act on behalf of Contractor and represents and warrants that Contractor has complied with the tax laws of the State of Oregon and the applicable tax laws of any political subdivision of Oregon. Contractor shall, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of Oregon. For the purposes of this Section, "tax laws" includes: (i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of Oregon that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) Any tax provisions imposed by a political subdivision of Oregon that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Contractor acknowledges that the Oregon Department of Administrative Services will report this Contract to the Oregon Department of Revenue. The Oregon Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing the Contractor's compensation under this Contract or (ii) exercising a right of setoff against Contractor's compensation under this Contract for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Oregon Department of Revenue collects debts;

- d. The information shown in "Contractor Data and Certification", of original Contract or as amended, is Contractor's true, accurate and correct information;
- e. To the best of the undersigned's knowledge, Contractor 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;
- f. Contractor and Contractor'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>;
- g. Contractor 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/>;

- h. Contractor is not subject to backup withholding because:

 - (1) Contractor is exempt from backup withholding;
 - (2) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (3) The IRS has notified Contractor that Contractor is no longer subject to backup withholding; and
- i. Contractor hereby certifies that the FEIN or SSN provided to OHA is true and accurate. If this information changes, Contractor is also required to provide OHA with the new FEIN or SSN within 10 days.

6. **Contractor Data.** This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Contractor Name (exactly as filed with the IRS):

Yamhill County

Street address: 535 NE Fifth Street

City, state, zip code: McMinnville, OR 97128

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

Telephone: (503) 474-4911 Facsimile: (503) 434-7553

Is Contractor a nonresident alien, as defined in 26 U.S.C. § 7701(b)(1)?

(Check one box): YES NO

Business Designation: (Check one box):

- Professional Corporation Nonprofit Corporation Limited Partnership
- Limited Liability Company Limited Liability Partnership Sole Proprietorship
- Corporation Partnership Other

Contractor Proof of Insurance: Contractor shall provide the following information upon submission of the signed Contract Amendment. All insurance listed herein and required by Exhibit C of the original Contract, must be in effect for the term of the Contract.

Professional Liability Insurance Company: CIS

Policy #: 21LYAMC Expiration Date: 7/01/2022

Commercial General Liability Insurance Company: CIS

Policy #: 21LYAMC Expiration Date: 7/01/2022

Automobile Liability Insurance Company: CIS

Policy #: 21LYAMC Expiration Date: 7/01/2022

Workers' Compensation: Does Contractor have any subject workers, as defined in ORS 656.027? (Check one box): YES NO *If YES, provide the following information:*

Workers' Compensation Insurance Company: SAIF

Policy #: 871736 Expiration Date: 7/01/2022

7. Signatures.

Yamhill County Health & Human Services

By:



Mary Starrett

Authorized Signature

Printed Name

Chair, Board of Commissioners

7/29/21

Title

Date

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

By:

DocuSigned by:
Kyleen Zimmer

kyleen zimber

Authorized Signature

Printed Name

37816802B009460...
BH Operations Director

8/5/2021

Title

Date

Approved by: Director, OHA Health Systems Division

By:

DocuSigned by:
Margie Stanton

Margie Stanton

Director

8/5/2021

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Exempt per OAR 137-045-0050(2)

Department of Justice

Date

Accepted by Yamhill County
Board of Commissioners on

7/29/21 by Board Order

21-311

EXHIBIT E
Financial Pages

MODIFICATION INPUT REVIEW REPORT

MCD#: M0385
 CONTRACT#: 159384
 CONTRACTOR: WASHILL COUNTY HEALTH & HUMAN SERVICES
 INVT CHECKED BY: _____ DATE CHECKED: _____
 PROJ EFFECTIVE DATE: _____ SLOT CHANGE/TYPE: _____ RATE: _____
 SE# FUND CODE CEMS PROVIDER DATES

OPERATING DOLLARS
 STATUS DOLLARS ABC
 PART IV
 PART CD
 BASE
 CLIENT CODE
 SE#

CALENDAR YEAR:	2021
RATE	VETERANS PEER DEL
46 887	VEDS 7/1/2021 - 12/31/2021 0 /NA 50.00
	TOTAL FOR SE# 16 50.00
	TOTAL FOR 2021 50.00
	TOTAL FOR M0385 159384 50.00

B.O. 21-311
 Exhibit "E"

OREGON HEALTH AUTHORITY
Direct Contract

CONTRACTOR: YAMHILL COUNTY HEALTH & HUMAN SERVICES
DATE: 06/29/2021

CONTRACT#: 159384
AMENDMENT#: 002

REASON FOR CONTRACT/AMENDMENT:

Extension of time for Veterans Peer Delivered Services (MHS 16A).

Confidential
CONTRACTOR TAX IDENTIFICATION INFORMATION
For Accounting Purposes Only

The State of Oregon requires contractors to provide their Federal Employer Identification Number (FEIN) or Social Security Number (SSN). This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(2). Social Security numbers provided pursuant to this section will be used for the administration of state, federal and local tax laws. The State of Oregon may report this information to the Internal Revenue Service (IRS). Contractors must keep this information current at all times. Contractors are required to notify the State of Oregon contract administrator within 10 business days if this information changes. The State of Oregon reserves the right to ask contractors to update this information at any time during the document term.

Document number: 159384-2

Legal name *(tax filing)*: Yamhill County

DBA name *(if applicable)*: _____

Billing address: 535 NE Fifth Street

City: McMinnville State: OR Zip: 97128

Phone: 503-434-7501

FEIN: 93-6002318

- OR -

SSN: _____