



Agreement Number 159384

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This is amendment number **03** to Agreement Number **159384** 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 "County."

1. This amendment shall become effective on the date this amendment has been fully
2. The Agreement is hereby amended as follows:
 - a. Exhibit E "Financial Pages" and service information in the Financial Assistance Award are hereby amended as described in Attachment 1 attached hereto and incorporated herein by this reference.
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, the County hereby certifies under penalty of perjury that:
- a. The County is in compliance with all insurance requirements of Exhibit C of the original Agreement and notwithstanding any provision to the contrary, County shall deliver to the OHA Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance for any extension of the insurance coverage required by Exhibit C of the original Agreement, within 30 days of execution of the original 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 Identification Number (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.

4. **County Data.** 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 5th Street

City, state, zip code: McMinnville, OR 97128

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

Telephone: (503) 474-4911 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: 7/01/2022

5. Signatures.

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

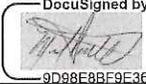
Yamhill County Health & Human Services

By:

Authorized Signature	Terry Malay
Title	Printed Name
	Date

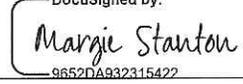
State of Oregon acting by and through its Oregon Health Authority

By:

 <small>9D98F8BF9E364F9</small>	Mick Mitchell
Authorized Signature	Printed Name
Director of Business Operations	8/27/2021
Title	Date

Approved by: Director, OHA Health Systems Division

By:

 <small>9652DA932315422</small>	Margie Stanton	Director	8/27/2021
Authorized Signature	Printed Name	Title	Date

Approved for Legal Sufficiency:

Not Required per OAR 137-045-0030(1)(a)

Exhibit E Financial Pages

MODIFICATION INPUT REVIEW REPORT

MCR#: M0487
 CONTRACT#: 159384
 CONTRACTOR: WASHILL COUNTY HEALTH & HUMAN SERVICES
 INPUT CHECKED BY: _____ DATE CHECKED: _____
 PROJ _____ SLOT _____
 SE# FUND CODE CPMS PROVIDER DATES EFFECTIVE DATE CHANGE/TYPE RATE

SE#	FUND CODE	CPMS PROVIDER	DATES	EFFECTIVE DATE	CHANGE/TYPE	RATE	STARTUP PART DOLLARS ABC	PART IV	PART CD	BASE	CLIENT CODE	SP#
FISCAL YEAR: 2019-2020												
	BASE	VETERANS PEER DELIVE										
16	406	VFDS	7/1/2019 - 6/30/2020	0	/NA	50.00	50.00	A	1	Y		1
	BASE	VETERANS PEER DELIVE					965,504.04					
16	817	VFDS	7/1/2019 - 6/30/2020	0	/NA	50.00	50.00	A	16A	Y		3
		TOTAL FOR SE# 16					50.00					
		TOTAL FOR 2019-2020					50.00					
FISCAL YEAR: 2020-2021												
	BASE	VETERANS PEER DELIVE										
16	406	VFDS	7/1/2020 - 6/30/2021	0	/NA	50.00	50.00	A	1	Y		1
	BASE	VETERANS PEER DELIVE					965,503.95					
16	406	VFDS	10/15/2020 - 6/30/2021	0	/NA	50.00	50.00	A	1	Y		2
	BASE	VETERANS PEER DELIVE					916,976.02					
16	817	VFDS	7/1/2020 - 6/30/2021	0	/NA	50.00	50.00	A	16A	Y		3
	BASE	VETERANS PEER DELIVE					965,803.95					
16	817	VFDS	10/15/2020 - 6/30/2021	0	/NA	50.00	50.00	A	16A	Y		3
		TOTAL FOR SE# 16					50.00					
		TOTAL FOR 2020-2021					50.00					
		TOTAL FOR M0487					50.00					

OREGON HEALTH AUTHORITY
Direct Contract

CONTRACTOR: YAMHILL COUNTY HEALTH & HUMAN SERVICES
DATE: 07/28/2021

CONTRACT#: 159384
AMENDMENT#: 003

REASON FOR CONTRACT/AMENDMENT:

Veterans Peer Delivered Services (MHS 16A), payments removed and added for administrative funding adjustment.

SPECIAL CONDITIONS:

- 1 Special condition #M0004-1 in Base Contract, regarding "A) MHS 16A" and "B) Services" applies.
- 2 Special condition #M0237-1 in Amendment #1, regarding "A) MHS 16A" and "B) Services" applies.
- 3 A) These payments are for MHS 16 Peer Delivered Services B) These payments are for MHS 16A Veterans Peer Delivered Services.

Certificate Of Completion

Envelope Id: 9B44F91BB6C341BBBFDEE504CC1030F1	Status: Completed
Subject: 159384-3 Yamhill County	
Source Envelope:	
Document Pages: 14	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Larry Briggs
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	LARRY.O.BRIGGS@dhsoba.state.or.us
	IP Address: 69.25.244.2

Record Tracking

Status: Original	Holder: Larry Briggs	Location: DocuSign
8/12/2021 4:19:51 PM	LARRY.O.BRIGGS@dhsoba.state.or.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Carahsoft OBO Oregon Health Authority - CLM	Location: DocuSign

Signer Events

Terry Malay
malayt@co.yamhill.or.us
Security Level: Email, Account Authentication (None)

Signature

Uploaded paper with hand signature

Timestamp

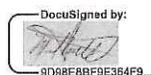
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Resent: 8/25/2021 3:58:26 PM
Viewed: 8/25/2021 3:59:04 PM
Signed: 8/27/2021 5:08:54 PM

Signature Adoption: Signed on Paper
Using IP Address: 71.236.177.111

Electronic Record and Signature Disclosure:

Accepted: 8/25/2021 3:59:04 PM
ID: c94bf416-9a7b-4022-bd7a-3624d6febcd1

Mick Mitchell
mick.j.mitchell@dhsoba.state.or.us
Director of Business Operations
Oregon Health Authority
Security Level: Email, Account Authentication (None)



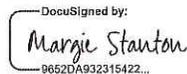
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Signed: 8/27/2021 5:10:04 PM

Signature Adoption: Uploaded Signature Image
Using IP Address: 159.121.202.141

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Margie Stanton
MARGIE.C.STANTON@dhsoba.state.or.us
Director
Security Level: Email, Account Authentication (None)



Sent: 8/27/2021 5:10:06 PM
Viewed: 8/27/2021 5:28:04 PM
Signed: 8/27/2021 5:28:13 PM

Signature Adoption: Pre-selected Style
Using IP Address: 67.168.221.57
Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 5/26/2020 8:11:14 AM
ID: 20e5e982-b92b-49ae-b319-83ecdb2ac0b5

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
amhcontract.administrator@dhsosha.state.or.us amhcontract.administrator@dhsosha.state.or.us Administrator Email Box Oregon Health Authority Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/27/2021 5:28:15 PM

Theresa Naegeli Theresa.A.Naegeli@dhsosha.state.or.us Carahsoft OBO Oregon Health Authority - CLM Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 5/7/2020 11:12:23 AM ID: 4fd0e583-1d4c-4aca-a2e0-57a93724bd32	COPIED	Sent: 8/27/2021 5:28:15 PM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/12/2021 4:22:16 PM
Certified Delivered	Security Checked	8/27/2021 5:28:04 PM
Signing Complete	Security Checked	8/27/2021 5:28:13 PM
Completed	Security Checked	8/27/2021 5:28:15 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO Oregon Health Authority - CLM (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO Oregon Health Authority - CLM:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mick.j.mitchell@dhsoha.state.or.us

To advise Carahsoft OBO Oregon Health Authority - CLM of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mick.j.mitchell@dhsoha.state.or.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO Oregon Health Authority - CLM

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mick.j.mitchell@dhsoha.state.or.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO Oregon Health Authority - CLM

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to mick.j.mitchell@dhsosha.state.or.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO Oregon Health Authority - CLM as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO Oregon Health Authority - CLM during the course of your relationship with Carahsoft OBO Oregon Health Authority - CLM.