



Agreement Number 169589

**AMENDMENT TO  
STATE OF OREGON  
INTERGOVERNMENTAL AGREEMENT**

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This is amendment number **03** to Agreement Number **169589** between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as “ODHS,” and

**Yamhill County  
Acting by and through its Health and Human Services  
627 NE Evans Street  
McMinnville, OR 97128  
Contact: Lindsey Manfrin  
Telephone: 503-434-7523  
E-mail address: [ManfrinL@co.yamhill.or.us](mailto:ManfrinL@co.yamhill.or.us)**

hereinafter referred to as “County.”

1. This amendment shall become effective on the later of: (I) **September 30, 2025** provided it is (i) approved in writing by the Oregon Department of Justice on or before such date, and (ii) when required, approved in writing by the Oregon Department of Administrative Services, and (iii) is signed by all parties, regardless of the date of the parties’ signatures; or (II) the date this amendment is approved in writing by the Oregon Department of Justice, provided it is (i) when required, approved in writing by the Oregon Department of Administrative Services, and (ii) is signed by all parties, regardless of the date of the parties’ signatures.
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~~; new language is **underlined and bold**.
    1. Effective Date and Duration.

Upon signature by all applicable parties, this Agreement shall be effective on the later of: (i) July 1, 2021 or, (ii) when required, the date this Agreement is approved by Department of Justice, regardless of the date it is actually signed by all other parties per the authority under OAR 125-247-0288. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on ~~September 30, 2025~~ **June 30, 2027**.

Agreement termination shall not extinguish or prejudice ODHS' right to enforce this Agreement with respect to any default by County 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~~; new language is **underlined and bold**.
    - a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is ~~\$1,328,124.66~~ **\$1,784,034.66**. ODHS 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 1, “Statement of Work”, Subsection 5.d. only** is hereby deleted in its entirety and restated with the following:
    - d. County shall serve a minimum of eight Families per month but no more than an average of 10 Families per month. Averages will be based on the prior three months of service utilization rates. ODHS will review Agreement utilization on a monthly basis to determine if an amendment to the Agreement is needed. This information will be used to begin capturing baseline measurements. ODHS will consult with County regularly to ensure sufficient capacity for Family needs.
  - d. **Exhibit A, Part 1, “Statement of Work”, Subsection 6.a.(3) only** is hereby deleted in its entirety and restated with the following:
    - (1) County shall provide at least one recovery home for men parenting their Children and an additional recovery home for women parenting their Children. Admission priority will be given to families with Children aged 0-8 years old. Older Children can be considered if screened and agreed upon between the County and Child Welfare, on a case by case basis.
  - e. **For services provided on and after October 1, 2025, Exhibit A, Part 2, “Payment and Financial Reporting”** is hereby superseded and restated in its entirety, as set forth in **Exhibit A, Part 2, “Payment and Financial Reporting”**, 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 amendment, the undersigned hereby certifies under penalty of perjury that:
- a. 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) County and that pertains to this Agreement or to the project for which the Agreement work is being performed. 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. The Oregon Attorney General may enforce

the liabilities and penalties provided by the Oregon False Claims Act against County, in addition to any remedies that may be available to ODHS under the Agreement;

- b.** The information shown in Section 5.a. “County Information” of the original Agreement, as amended is County’s true, accurate and correct information;
- c.** 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;
- d.** 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>;
- e.** County 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/SAM>;
- f.** 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.
- g.** County’s Federal Employer Identification Number (FEIN) provided to ODHS is true and accurate. If this information changes, County shall provide ODHS with the new FEIN within 10 days.

***Remainder of page left blank intentionally.***

5. **County Information.** 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@yamhillcounty.gov

Telephone: ( 503 ) 474-4911 Fax: ( )

**Proof of Insurance.** County shall provide the following information upon submission of the signed Agreement amendment. All insurance listed herein must be in effect prior to amendment execution.

Workers' Compensation Insurance Company: SAIF

Policy #: 871736 Expiration Date: 7/1/2026

*Remainder of page left blank intentionally.*

**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:** DocuSigned by:

  
8E58DDAC84AB478...

Authorized Signature

County Commissioner

Title

Kit Johnston

Printed Name

10/2/2025

Date

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

**By:**



Authorized Signature

CW and SSP Contracts Manager

Title

Katie Darby-Smits

Printed Name

10/14/2025

Date

**Approved for Legal Sufficiency:**

Approved via email by Jeffrey J. Wahl, Attorney-in-Charge 09/18/2025

Oregon Department of Justice Date

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Approved by the BOC on: 10/02/2025  
via Board Order No.: 25-318

## EXHIBIT A

### Part 2 Payment and Financial Reporting

#### 1. Payment Provisions.

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

(1) **For Services provided on or after July 1, 2021 through September 30, 2025:**

ODHS will make payments to the County at the rate of \$26,041.66 per month for the provision of all Services as described in Exhibit A, Part 1.

(2) **For Services provided on or after October 1, 2025 through June 30, 2027:**

(a) Treatment Based Housing Services. Services will be paid the following rates for the provision of all Services as described in Exhibit A, Part 1, "Statement of Work":

Service Category: SPRF

Service Type: Treatment Based Housing

- i. **\$17,368.00 per month** for eight Families served.
- ii. **\$2,171.00 per month** for each Family exceeding eight but not exceeding a total average of 10 Families served.

(3) County shall pursue Medicare or private insurance for payment for eligible Services prior to billing ODHS for Services.

b. County Invoice, Completion and Submission:

(1) County shall submit billings on the approved ODHS invoice form located at: <https://apps.state.or.us/Forms/Served/ce0846.xlsm>.

Instructions and requirements for completion and submission of an invoice are included on the third tab of the Excel invoice document. Invoices must be submitted with all fields properly populated.

(2) Payment will be made by ODHS to County monthly on or after the first of each month following the month in which services were performed, subject to receipt and approval by ODHS of the County's invoice and any required reporting as defined in the Statement of Work for this Agreement.

For questions regarding payments please email  
ContractInvoice.Support@dhsosha.state.or.us..

2. **Travel and Other Expenses.** ODHS will not reimburse County for any travel or additional expenses under this Agreement.