



**Agreement Number 154323**

**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](mailto: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 3 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: Lindsey Manfrin  
627 NE Evans Street  
McMinnville, OR 97128  
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, when fully executed by every party, regardless of the date of execution by every party, shall become effective on the date this amendment has been approved by the Department of Justice or **June 30, 2020**, whichever date is later.
2. The Agreement is hereby amended as follows:
  - a. **Section 1, "Effective Date and Duration."** only to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

**Effective Date and Duration.**

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, 2020~~ **December 31, 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.O. 20-236



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- b. **Section 3 “Consideration”, Subsection a. only**, is hereby amended as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is ~~\$937,500.00~~ **\$1,093,749.96**. 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.

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

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**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

**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

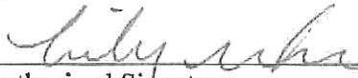
**Policy #:** 871736      **Expiration Date:** 7/1/2020

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  
HHS Director/Public Health Administrator  
\_\_\_\_\_  
Title

Lindsey Manfrin  
\_\_\_\_\_  
Printed Name  
6/24/20  
\_\_\_\_\_  
Date

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

By:

**Belit Burke** Digitally signed by Belit Burke  
Date: 2020.06.25 12:06:06 -07'00'  
\_\_\_\_\_  
Authorized Signature  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Date

Approved for Legal Sufficiency:

Via e-mail by Jeffrey J. Wahl, Assistant Attorney General dated June 19, 2020  
Department of Justice \_\_\_\_\_ Date

Accepted by Yamhill County  
Board of Commissioners on  
7/23/2020 by Board Order  
# 20-236