

14 NOV -6 P4:21



Agreement Number 132066

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

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This is amendment number 3 to Agreement Number 132066 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 Department
627 NE Evans Street
McMinnville, Oregon 97128-3923
Telephone: 503-434-7527
Facsimile: 503-434-9846
halloras@co.yamhill.or.us

hereinafter referred to as "County."

1. This amendment shall become effective on the date this amendment has been fully executed by every party and, when required, approved by Department of Justice.
2. The Agreement is hereby amended as follows:
 - a. **Section 2, Effective Date and Duration** of the agreement is hereby amended 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 fully executed by every party and, when required, approved by Department of Justice or on July 1, 2010, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate on ~~September 30, 2014~~ **March 31, 2015**. Agreement termination or expiration shall not extinguish or prejudice either parties' right to enforce this Agreement with respect to any default by the other party that has not been cured.

B.O. 14-579

- b. **Section 4, “Consideration”**, paragraph (a), of the Agreement is hereby amended as follows. language to be deleted or replaced is ~~struck through~~; **new language is underlined and bold.**

Consideration

The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is ~~\$59,206.41~~ **\$66,171.87**. 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. **Certification.**

- a. 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. Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies that:
- (1) The information shown in County Data and Certification, of original Agreement or as amended is County’s true, accurate and correct information;
 - (2) 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;
 - (3) County and County’s employees and agents are not included on the list titled “Specially Designated Nationals and Blocked Persons” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:
<http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;
 - (4) 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/>; and
 - (5) County is not subject to backup withholding because:
 - (a) County is exempt from backup withholding;

- (b) 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
 - (c) The IRS has notified County that County is no longer subject to backup withholding.
- b. County is required to provide its Federal Employer Identification Number (FEIN). By County's signature on this Agreement, County hereby certifies that the FEIN provided to DHS is true and accurate. If this information changes, County is also required to provide DHS with the new FEIN within 10 days.
- c. 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.

d.

4. **County Data.** County shall provide current information as required below. 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

Street address:

434 NE Evans St. / mailing: 535 NE Fifth St.

City, state, zip code:

McMinnville, OR 97128

Email address:

mendezl@co.yamhill.or.us

Telephone:

(503) 434-7501

Facsimile:

(503) 434-7553

Federal Employer Identification Number:

93-6002318

Proof of Insurance:

Workers' Compensation Insurance Company:

Citycounty Insurance Services (CIS)

Policy #:

NC-YAML-14

Expiration Date:

6.30.2015

County shall provide proof of Insurance upon request by DHS or DHS designee.

5. 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 Department

By: Allen Sprague Chair, Board of Commissioners 9/25/14
Authorized Signature Title Date

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

By: [Signature] INNOVATIONS MGR 10/8/14
Authorized Signature Title Date

Approved for Legal Sufficiency:

Not Required per OAR 137-045-0030(1)(a) _____
Assistant Attorney General Date

Program Review

Approved for Routing Jay Wurscher via email dated 9/10/14
Authorized Signature Title Date

Office of Contracts and Procurement:

[Signature] 10-13-2014
Contract Specialist Date

Approved As To Form
by [Signature]
Christian Boenisch
County Counsel
Yamhill County