

**OREGON DEPARTMENT OF EDUCATION EARLY LEARNING DIVISION 2013-2015
COUNTY HEALTH FAMILIES OREGON
MEDICAIDE ADMINISTRATIVE ACTIVITIES
INTERGOVERNMENTAL AGREEMENT #9773 or YAM1315 AMENDMENT #1
"HEALTHY START AGREEMENT"**

This is Amendment No. 1 to ODE Agreement No. 9773 or YAM1315 (as amended from time to time, the "Agreement") between the State of Oregon, acting by and through its Department of Education on behalf of its Early Learning Division ("Agency) and Yamhill County ("County") a political subdivision of the State of Oregon. The Agreement is dated June 20, 2013; this Amendment is effective as of the last date it is signed below (the "Effective Date").

1. This Amendment shall be effective on the last date the Amendment has been signed by every party and when required, approved in accordance with applicable laws, rules and regulations, including any federal approval and approval for legal sufficiency by the State of Oregon, Department of Justice.
2. The Agreement is hereby amended as follows with new language indicated by underlining and ~~deleted language is indicated by brackets~~:

A) Section 1, "AGREEMENT" is revised as follows:

This Agreement is effective on July 1, 2013, or the date it has been fully executed by every party and, when required, approved by the Oregon Department of Justice. Unless extended or terminated in accordance with its terms, this Agreement terminates on ~~[June 30, 2015]~~ September 30, 2015.

Upon execution by each of the parties hereto and approval as required by applicable law, the Agreement shall become effective as of July 1, 2013.

B) Section 3, "CONSIDERATION", subsection B, is revised as follows:

Payment for all Work performed under this Agreement shall be subject to the provisions of ORS 293.462. The maximum, not to exceed amount for the total cost of providing Medicaid administrative activities under this Agreement is ~~[\$105,000]~~ \$118,125. County shall reimburse Agency 50% of this amount for the State match portion.

C) Section 3, "CONSIDERATION" subsection G, is revised as follows:

County shall send itemized invoice to the following Agency supervising representative:

Attn: ~~[Serena Harris]~~ Erin Deahn
Early Learning Division
~~[Contracts and Procurement Office]~~ Oregon Department of Education
~~[775 Court Street NE]~~ 255 Capitol St NE
~~[Salem, OR 97301]~~ Salem, OR 97310

D) Section 9, "Notice" is revised as follows:

Except as otherwise expressly provided in the Agreement, any communications between the parties hereto or notices to be given hereunder shall be in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or Agency at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective on the fifth calendar day after the date of mailing. Any communication or notice delivered by facsimile will be effective on the day on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against Agency, any notice transmitted by facsimile must be confirmed by telephone notice to Agency's ~~[Office of Contracts and Procurement at (503) 373-1283]~~ Office of Finance and Administration, Procurement Services Unit at (503) 947-5881.

B.O. 15-141

To be effective against County, any notice transmitted by facsimile must be confirmed by telephone notice to County's Early Learning Division Office. Any communication or notice given by personal delivery shall be effective when actually delivered.

Notices to Agency: **Early Learning Division**
[Contracts and Procurement Office] Oregon Department of Education
Office of Finance and Administration
Procurement Services Unit
[775 Court Street NE] 255 Capitol St NE
[Salem, OR 97301] Salem, OR 97310

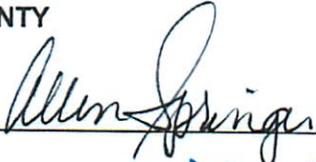
Notices to County: **Yamhill County CCF**
Yamhill Public Health
412 NE Ford Street
McMinnville, OR 97128

3 Except as expressly amended above, all other terms and conditions of original Agreement 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.

COUNTY, BY EXECUTION OF THIS AMENDMENT, HEREBY ACKNOWLEDGES COUNTY HAS READ THIS AMENDMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

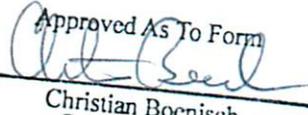
COUNTY

By: 	Title: <u>Chair, Board of Commissioners</u>	Date: <u>6-4-15</u>
Printed Signature: <u>Allen Springer</u>	E-Mail Address: <u>springera@co.yamhill.or.us</u>	

AGENCY

Authorized Signature: 	Title: <u>Karen L. Hull Contracting Officer</u>	Date: <u>6-04-2015</u>
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FAXED OR ELECTRONIC SIGNATURES ARE ACCEPTABLE

Approved As To Form
by 
Christian Boenisch
County Counsel
Yamhill County

Accepted by Yamhill County
Board of Commissioners on
6.4.15 by Board Order
15-141

**OREGON DEPARTMENT OF EDUCATION
EARLY LEARNING DIVISION 2013-2015
COUNTY INTERGOVERNMENTAL AGREEMENT #9774 or YAM1315 AMENDMENT #4
"Mixed Funds Agreement"**

This is Amendment No. 4 to ODE Agreement No. 9774 or YAM1315 (as amended from time to time, the "Agreement") between the State of Oregon, acting by and through its Department of Education on behalf of its Early Learning Division ("Agency) and Yamhill County ("County") a political subdivision of the State of Oregon. The Agreement is dated June 20, 2013; this Amendment is effective as of the last date it is signed below (the "Effective Date").

1. This Amendment shall be effective on the last date the Amendment has been signed by every party and when required, approved in accordance with applicable laws, rules and regulations, including any federal approval and approval for legal sufficiency by the State of Oregon, Department of Justice.
2. The Agreement is hereby amended as follows with new language indicated by underlining and ~~language indicated by brackets~~:

A) AGREEMENT, Section 1 is revised as follows:

This Agreement is effective on the later of July 1, 2013, or the date it has been fully executed by every party and, when required, approved by the Oregon Department of Justice. Unless extended or terminated in accordance with its terms, this Agreement terminates on ~~June 30, 2015~~ September 30, 2015. This Agreement may be extended for additional time, with a maximum term of four years. Agency will provide to the Contractor written notice of intent to extend the Agreement in the form of an Amendment.

B) EXHIBIT B, FUNDING AREA DESCRIPTIONS, SECTION A, subsection 1 is revised as follows:

1. **Healthy Start.** Healthy Start activities are described in OAR 423-010-0024(6) and ~~OAR 423-045-0015~~ OAR 414-525-0015.

C) EXHIBIT C, AWARD, is revised as follows:

FUNDING AREA	GENERAL FUND	FEDERAL FUNDS	CFDA NUMBER
1. Healthy Start	\$313,222 <u>\$350,678</u>	\$24,668	

EXPLANATION OF AWARD

The Award set forth above reflects the maximum amount of financial assistance Agency will provide to County under this Agreement in support of Activities in the specified Funding Area. The CFDA (Catalog of Federal Domestic Assistance) Number specifies the source of federal funds as follows: CFDA Number 93.556 specifies Title IV-B(2), Social Service Act, Subpart 2, Family Preservation and Family Support Services Program, funds.

- 3 Except as expressly amended above, all other terms and conditions of original Agreement 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.

COUNTY, BY EXECUTION OF THIS AMENDMENT, HEREBY ACKNOWLEDGES COUNTY HAS READ THIS AMENDMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

B.O. 15-161

COUNTY

By: <u>Allen Springes</u>	Title: <u>Chair, Board of Commissioners</u>	Date: <u>6-4-15</u>
Printed Signature <u>Allen Springer</u>		

AGENCY

Authorized Signature: <u>Karen L. Hull</u>	Title: <u>Karen L. Hull Contracting Officer</u>	Date: <u>6-04-2015</u>
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Approved for Legal Sufficiency per ORS 291.047 (Required for contracts in excess of \$150,000, unless exempt.)

Authorized Signature: <u>not applicable</u>	Title:	Date:
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FAXED OR ELECTRONIC SIGNATURES ARE ACCEPTABLE

Approved As To Form
 by Christian Boenisch
 Christian Boenisch
 County Counsel
 Yamhill County

Accepted by Yamhill County
 Board of Commissioners on
6-4-15 by Board Order
 # 15-141