



Agreement Number 147926

**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 **01** to Agreement Number **147926** between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

**Yamhill County
Stan Primozich, Commission Chair
535 NE Fifth Street
McMinnville, OR 97128
Telephone: 503 / 434-7501
Facsimile: 503 / 434-7553
E-mail address: primozichs@co.yamhill.or.us**

("County"), and

**Yamhill County District Attorney
Lisa Hanes / Bradley C. Berry
535 E 5th Avenue
McMinnville, OR 97128
Telephone: 503 / 434-7512
Facsimile: 503 / 434-5760
E-mail address: hanesl@co.yamhill.or.us
berrb@co.yamhill.or.us**

(the "District Attorney," or "DA,") acting pursuant to Article VII, Section 17 (original) of the Oregon Constitution.

1. Upon signature by all applicable parties, this Amendment shall be effective on the later of (a) July 1, 2017 or (b) when required, the date this Amendment has been approved by the Department of Justice, regardless of the date the Amendment is actually signed by all other parties.

30.17-174

2. The Agreement is hereby amended as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

a. Section 1. **Effective Date and Duration** is amended as follows:

This Agreement when fully executed by all parties and approved as required by applicable law shall become effective July 1, 2015 through ~~June 30, 2017~~ **June 30, 2018**, unless terminated earlier in accordance with its terms. Agreement termination or expiration shall not extinguish or prejudice any party's right to enforce this Agreement with respect to any default by another party that has not been cured.

b. Section 3. **Consideration a. and b.** is amended as follows:

a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is ~~\$70,260.00~~ **\$105,390.00**. 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.

b. DHS will pay only for completed Work under this Agreement, and may make interim payments as follows:

Designated Funds	Effective Dates	Amount	Quarterly Payment
State General Funds	July 1, 2015 – June 30, 2017	\$70,260.00	\$8,782.50
	<u>June 30, 2018</u>	<u>\$105,390.00</u>	

c. EXHIBIT A, Part 2, Payment and Financial Reporting is amended as follows:

State General Funds

1. ~~Of the not to exceed amount listed in Article 3 of this Agreement, DHS will pay one-eighth of the State General Funds NTE~~ **County and District Attorney the quarterly amount due** at the end of each quarter, in equal installments, ~~in accordance with requirements set forth under paragraph 3 of this Exhibit as described in Section 3. Consideration.~~ DHS will not pay County ~~and or~~ District Attorney any amount in excess of the amount stated in Article IV of this Agreement for completing the Work; **DHS** will not pay County or District Attorney severally and will not pay for Work performed after the termination or expiration of ~~the this~~ Agreement. DHS ~~also~~ will not pay for work performed on cases where the fundamental nature of the District Attorney's position or recommendations were significantly different from DHS' position or recommendations.

2. DHS may examine invoices and audit and review the actual expenses of the County and District Attorney to ensure that the payments under this Agreement are reasonable and necessary, and to ensure that the County's and DA's expenses are in accordance with applicable federal regulations and this Agreement. If DOJ,

DHS, the Oregon Secretary of State's Office or the federal government finds, from an audit and review, that the County or District Attorney has made expenditures from the funds under this Agreement for expenses that are not reasonable and necessary or are not in accordance with applicable federal regulations or this Agreement, County and District Attorney shall promptly refund the monies so expended to DHS upon request.

The County or District Attorney shall forward to DHS a certification of the work performed (form attached) and claiming the one-eight amount at the close of each calendar quarter

3. Certifications must be sent to DHS for review and approval at the following address:

Oregon Department of Human Services
~~Aimee Diekson~~ **Tom Progin**
500 Summer Street NE, E93
Salem, Oregon 97301

Questions about invoices may be made to at the above address or at juvenile.dependencyinvoices@dhsosha.state.or.us

DHS must receive all quarterly certifications by ~~October 1, 2017~~ **October 31, 2018.**

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" 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>

- (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.

5. Signatures.

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

Yamhill County

By:


Authorized Signature Stan Primozech Board of Commissioners, Chair 6-1-17
Printed Name Title Date

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

Yamhill County District Attorney


Authorized Signature Brad Berry District Attorney 6-1-17
Printed Name Title Date

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

By:

Authorized Signature Printed Name Title Date

Approved for Legal Sufficiency:

Not Required per OAR 137-045-0030(1)(a) With Protect Form on, click here
Assistant Attorney General _____ Date

Accepted by Yamhill County
Board of Commissioners on
6-1-17 by Board Order
17-176

