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**TENTH AMENDMENT TO  
OREGON HEALTH AUTHORITY  
2019-2021 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF  
MENTAL HEALTH, ADDICTION TREATMENT, RECOVERY & PREVENTION,  
AND PROBLEM GAMBLING SERVICES AGREEMENT #159184**

This Tenth Amendment to Oregon Health Authority 2019-2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of July 1, 2019 (as amended, the “Agreement”), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and **Yamhill County** (“County”).

**RECITALS**

WHEREAS, OHA and County wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT**

1. The financial and service information in the Financial Assistance Award are hereby amended as described in Attachment 1, attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit D of the Agreement that describes the effect of an amendment of the financial and service information. The Financial Assistance Award in Attachment 1 is referred to herein as “Grant Funds”. Grantee must account for the Grant Funds separately from the other Financial Assistance Award in the Agreement.
2. The parties agree to add to Exhibit E Federal Terms and Conditions the attached terms shown on Attachment 2.
3. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.

4. County represents and warrants to OHA that the representations and warranties of County set forth in Exhibit D, Section 2., of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
6. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

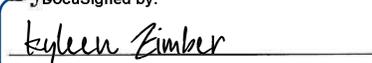
IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the dates set forth below their respective signatures.

7. Signatures.

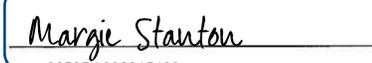
Yamhill County

By: <u></u>	<u>Casey Kulla</u>	<u>Chair, Board of Commissioners</u>	<u>10/1/2020</u>
Authorized Signature	Printed Name	Title	Date

State of Oregon, acting by and through its Oregon Health Authority

By: <small>DocuSigned by:</small> <u></u>	<u>Kyleen Zimmer</u>	<u>BH Operations Director</u>	<u>10/19/2020</u>
Authorized Signature	Printed Name	Title	Date

Approved by: Director, OHA Health Systems Division

By: <small>DocuSigned by:</small> <u></u>	<u>Margie Stanton</u>	<u>HSD Director</u>	<u>10/19/2020</u>
Authorized Signature	Printed Name	Title	Date

Approved for Legal Sufficiency:

Approved by Steven Marlowe on September 15, 2020; email in Agreement file.

OHA Program:

Approved by Theresa Naegeli on September 16, 2020; email in Agreement file.

Accepted by Yamhill County  
Board of Commissioners on  
10/1/2020 by Board Order  
# 20-344

**ATTACHMENT 1**

**EXHIBIT C  
Financial Pages**

**MODIFICATION INPUT REVIEW REPORT**

MOD#: M0143

CONTRACT#: 159184

CONTRACTOR: YAMHILL COUNTY

INPUT CHECKED BY: \_\_\_\_\_ DATE CHECKED: \_\_\_\_\_

SE#	FUND CODE	CPMS	PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
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FISCAL YEAR: 2020-2021

BASE	NON-RESIDENTIAL MENT												
20	402	MHNRMH	8/1/2020 - 12/31/2020	0 /NA	\$0.00	\$243,821.00	\$0.00	C	1	N			1
TOTAL FOR SE# 20						\$243,821.00	\$0.00						
TOTAL FOR 2020-2021						\$243,821.00	\$0.00						
TOTAL FOR M0143 159184						\$243,821.00	\$0.00						

OREGON HEALTH AUTHORITY  
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: YAMHILL COUNTY  
DATE: 08/31/2020

Contract#: 159184  
REF#: 011

REASON FOR FAAA (for information only):

Corona Virus Relief funds.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

M0143 1 A) These funds are for MHS 20 to cover activities, supplies and services for the period March 1, 2020 through December 30, 2020 in accordance with section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). The CARES Act established the Coronavirus Relief Fund. Grant Funds in this amendment are to be used to provide culturally appropriate behavioral health services in response to needs arising from the COVID-19 pandemic. Funds will prioritize outreach, service navigation, coordination with contact tracers, and behavioral health services for vulnerable people and those who have historically had difficulty accessing services. The report located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx> titled "Corona Virus Relief Fund-Culturally Responsive Behavioral Health Services, Community Mental Health Program Report of Activities" shall be submitted to OHA as follows: Period of March 1, 2020 -September 30, 2020 is due by October 1, 2020 and period of October 1, 2020 - December 30, 2020 is due by January 5, 2021. B) The financial assistance subject to this special condition will be disbursed to County in one lump sum within 30 calendar days after the date this Amendment becomes executed.

## Attachment 2

In response to the public health crisis in Oregon, the Grant provides funding for certain federally eligible expenses under the CARES Act, Coronavirus Relief Fund, that are:

1. Necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); and
2. Were not accounted for in the Agency's budget most recently approved as of March 27, 2020; and
3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

### U.S. Treasury Guidelines and Answers to FAQs

Grantee will expend Grant Funds in accordance with criteria and guidance established by US Treasury: (<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>)

Additionally, the US Treasury has provided answers to frequently asked questions regarding eligible costs under the Coronavirus Relief Fund: <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

Indirect Costs. Grantee will not be reimbursed for any indirect costs with Grant Funds. The information described in this paragraph overrides any other verbal or written rate(s) or information provided by Agency.

### REPORTING REQUIREMENTS

Financial reports for the 2020 Coronavirus Relief Funds are due quarterly with the first reports for the time period of March 1, 2020 to June 30, 2020 due within 30 days of receipt of the first payment. Subsequent quarterly reports are due by the 1<sup>st</sup> of the month following the end of the quarter ending September 30, 2020 and the 5<sup>th</sup> of the month following the end of the quarter December 31, 2020. Grantee shall report the following additional information, as applicable, in their Financial Reports. Amount spent on

- a. Amount spent on administrative expenses;
- b. Amount spent on budgeted personnel and services diverted to a substantially different use;
- c. Amount spent on medical expenses;
- d. Amount spent on items not listed above.

## FEDERAL FUNDS

If specified below, Agency's payments to Grantee under this Grant will be paid in whole or in part by funds received by Agency from the United States Federal Government. If so specified then Grantee, by signing this Grant, certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government.

Payments  will  will not be made in whole or in part with federal funds.

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Grant:  
21.019

## FEDERAL PROVISIONS

The use of all federal funds paid under this Grant are subject to all applicable federal regulations, including the provisions described below.

Grantee must ensure that any further distribution or payment of the federal funds paid under this Grant by means of any contract, subgrant, or other agreement between Grantee and another party for the performance of any of the activities of this Grant, includes the requirement that such funds may be used solely in a manner that complies with the provisions of this Grant.

Grantee must include and incorporate the provisions described below in all contracts and subgrants that may use, in whole or in part, the funds provided by this Grant.

Grantee must comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Grantee must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.

**In accordance with U.S. Treasury guidance – Grantee is subject to the following provisions, as applicable.**

For purposes of these provisions, the following definitions apply:

**“Contract”** means this Grant or any contract or subgrant funded by this Grant.

**“Contractor”** and **“Subrecipient”** and **“Non-Federal entity”** mean Grantee or Grantee's contractors or subgrantees, if any.

(A) 2 CFR §200.303 Internal Controls

(B) 2 CFR §§ 200.330 through 200.332 Subrecipient Monitoring and Management

(C) Subpart F – Audit Requirements of 2 CFR §200.5XX

i. Grantee must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.

ii. If Grantee receives federal awards in excess of \$750,000 in a fiscal year, Grantee is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to Agency within 30 days of completion.

iii. Grantee must save, protect and hold harmless OHA from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Contract. Grantee acknowledges and agrees that any audit costs incurred by Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Grantee and State.

(D) System for Award Management. Grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. The Grantee also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the Grantee) the unique entity identifier required for SAM registration.