



Agreement Number 176916

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

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This is amendment number **01** to Agreement Number **176916** between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "OHA" and

Yamhill County
Attn: Jason Henness and Terry Malay
638 NE Davis St.
McMinnville, OR 97128
Telephone: 503.434.7523

E-mail address: hennessj@co.yamhill.or.us and malayt@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. Exhibit A Part I "Statement of Work" Section 4. "Definitions" subsection i. "Restoration Services" is hereby amended to eliminate the definition of "Supervision" as follows; language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
 - i. **"Restoration Services"** means at a minimum, a collection of services as defined in OAR 309-088-0115 that may assist in gaining or regaining an Individual's Fitness to Proceed. Services include, but are not limited to:
 - (1) Behavioral Health Treatment;
 - (2) Medication Management;
 - (3) Care Coordination;
 - (4) Community Consultation;

- (5) Case Management;
- (6) Peer-Delivered Services;
- (7) Crisis Services;
- (8) Medical Treatment;
- (9) Legal Skills Training;
- (10) Housing;
- ~~(11) Supervision~~
- ~~(12)~~**(11) Transportation;**
- ~~(13)~~**(12) Incidental Supports; and**
- ~~(14)~~**(13) Linkages to Benefits.**

b. Exhibit A Part 1 “Statement of Work” Section 5. b. (1) only is hereby amended to as follows; language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

b. For the purposes of this agreement, OHA will:

- (1) Coordinate and schedule ~~monthly~~**quarterly** meetings with County to provide technical assistance and to check-in on barriers, challenges, and successes in completing tasks and meeting deliverables. Meetings may happen by phone, videoconference, or in-person.

c. Exhibit A Part 2 “Payment and Financial Reporting” Section 1. “Payment Calculation, Disbursement, and Monitoring of Performance and Reporting Requirements” subsection b. (2) only is hereby amended as follows; language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

- (2) Payments will be made on a quarterly basis. Following execution of this Agreement and contingent upon OHA’s receipt and approval of County’s properly prepared invoice and ongoing timely receipt of ~~monthly~~**quarterly** status reports approved by OHA, OHA will make payment in 4 equal quarterly payments in the amount of \$351,490.50 each, per the table below.

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, the County hereby certifies under penalty of perjury that:

- a. The County is in compliance with all insurance requirements of Exhibit C of the original Agreement and notwithstanding any provision to the contrary, County shall deliver to the OHA Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance for any extension of the insurance coverage required by Exhibit C of the original Agreement, within 30 days of

execution of the original 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 Identification Number (FEIN) provided to OHA is true and accurate. If this information changes, County is also required to provide OHA with the new FEIN within 10 days.

5. Signatures.

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

Yamhill County

By:

Lindsay Berschauer

Authorized Signature

Lindsay Berschauer

Printed Name

Chair, Board of Commissioners

Title

12/1/22

Date

State of Oregon acting by and through its Oregon Health Authority

By:

DocuSigned by:

Jon Collins

Authorized Signature

Deputy Director Health Systems Division

Title

Jon Collins

Printed Name

1/17/2023

Date

Approved by: Director, OHA Health Systems Division

By:

DocuSigned by:

Margie Stanton

Authorized Signature

Director

Title

Margie Stanton

Printed Name

1/17/2023

Date

Approved for Legal Sufficiency:

Exempt per OAR 137-045-0050(2) With Protect Form on, click here

Department of Justice

Date

Accepted by Yamhill County Board of Commissioners on 12/1/22 by Board Order # 22-364

Confidential
CONTRACTOR TAX IDENTIFICATION INFORMATION
For Accounting Purposes Only

The State of Oregon requires contractors to provide their Federal Employer Identification Number (FEIN) or Social Security Number (SSN). This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(2). Social Security numbers provided pursuant to this section will be used for the administration of state, federal and local tax laws. The State of Oregon may report this information to the Internal Revenue Service (IRS). Contractors must keep this information current at all times. Contractors are required to notify the State of Oregon contract administrator within 10 business days if this information changes. The State of Oregon reserves the right to ask contractors to update this information at any time during the document term.

Document number: 176916-1 _____

Legal name (tax filing): Yamhill County _____

DBA name (if applicable): _____

Billing address: 535 NE 5th Street _____

City: McMinnville _____ **State:** OR _____ **Zip:** 97128 _____

Phone: 503-434-7501 _____

FEIN: 93-6002318 _____

- OR -

SSN: _____