

**Agreement Number 170124**

**AMENDMENT TO  
STATE OF OREGON  
INTERGOVERNMENTAL AGREEMENT**

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This is amendment number **2** to Agreement Number **170124** between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as “OHA” and

**Deschutes County**  
**2577 NE Courtney Drive**  
**Bend, OR 97701-7368**  
**Attn: George Conway; Melanie Aeach; Grace Evans**  
**Phone: (541) 322-7502 or (541) 322-7400**  
**Email: [George.Conway@deschutes.org](mailto:George.Conway@deschutes.org);**  
**[Melanie.Aesch@deschutes.org](mailto:Melanie.Aesch@deschutes.org); [Grace.Evans@deschutes.org](mailto:Grace.Evans@deschutes.org)**

hereinafter referred to as “County.”

1. Upon approval of this Amendment by the parties, and when required, the Department of Justice, this Amendment shall become effective on **December 1, 2020** regardless of the date this Agreement has been fully executed by every party.
2. The Agreement is hereby amended as follows:
  - a. The contact information for OHA listed on Page 1 is deleted and replaced with the following:

**Public Health Division**  
**800 NE Oregon Street, Suite 930**  
**Portland, OR 97232**  
**Agreement Administrator: Cara Biddlecom or delegate**  
**Telephone: 971-673-1222**  
**E-mail address: [cara.m.biddlecom@dhsaha.state.or.us](mailto:cara.m.biddlecom@dhsaha.state.or.us)**

- b. The parties acknowledge the references in Amendment 1 to this Agreement as a “Grant Agreement” was in error and such references simply mean this “Intergovernmental Agreement” which the parties acknowledge was not intended to be a grant agreement but rather an agreement for the provision of services. The substantive amendments made by Amendment 1 remain unchanged in that amendment.

- c. Section 2.6 of Exhibit A, Part 1 Statement of Work is amended as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**:  
    - 2.6 Catalogue various expenses related to vaccination services. (*See Vaccination Service Expense Report table below under Section 4. ~~3~~ Reporting Requirements.*)
  - d. **Section 3. Consideration** is amended to increase the maximum compensation payable under this Agreement from \$2,400,000 to **\$3,070,000**.
  - e. **Section 3. Reporting Requirements of Exhibit A, Part 1 – Statement of Work** is renumbered as Section 4. Reporting Requirements.
  - f. Section 2. Travel and Other Expenses of Exhibit A, Part 2 Payment and Financial Reporting is amended as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**:  
    - 2. **Travel and Other Expenses.** OHA will not reimburse County for any travel or other expenses not listed in the *Vaccination Service Expense Report* form listed in Exhibit A, Part 1, Section ~~3~~. **4.** Reporting Requirements or approved in writing by OHA.
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 THE EFFECTIVE DATE OF THIS AGREEMENT.**

**Deschutes County**

**By:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

**By:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Approved for Legal Sufficiency:**

*Via email by Jeff Wahl, AAG*  
\_\_\_\_\_  
Department of Justice

*1/26/2022*  
\_\_\_\_\_  
Date

**OHA Program Review:**

*Via email by Cara Biddlecom*  
\_\_\_\_\_  
Authorized Signature

*Cara Biddlecom*  
\_\_\_\_\_  
Printed Name

*Deputy Public Health &  
Policy & Partnerships Director*  
\_\_\_\_\_  
Title

*1/25/2022*  
\_\_\_\_\_  
Date