



**Agreement Number 157345**

**AMENDMENT TO  
STATE OF OREGON  
INTERGOVERNMENTAL AGREEMENT**

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This is amendment number **1** to Agreement Number **157345** between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as “OHA” and

**Deschutes County**  
**Acting by and through its Health Department**  
**Attn: Pamela Ferguson**  
**2577 N.E. Courtney Dr.**  
**Bend, OR 97701**  
**Telephone: (541) 322-7423**  
**Facsimile: (541) 322-7463**  
**E-mail address: [Pamela.Ferguson@co.deschutes.or.us](mailto:Pamela.Ferguson@co.deschutes.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.** Section 3 “Consideration” is amended to increase by \$850,000.00 the current not-to-exceed amount of \$1,500,000.00 for a new not-to-exceed amount of \$2,350,000.00
- 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.

4. **County Data.** This information is requested pursuant to ORS 305.385.

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:**

**County Name (exactly as filed with the IRS):** Deschutes County Oregon

Street address: 1300 NW Wall Street

City, state, zip code: Bend, OR 97703

Email address: pamela.ferguson@deschutes.org; michele.carroll@deschutes.org

Telephone: ( ) 541-322-7400 Facsimile: ( )

**Proof of Insurance:** County shall provide the following information upon submission of the signed Agreement amendment. All insurance listed herein and required by Exhibit C of the original Agreement, must be in effect prior to Agreement execution.

**Workers' Compensation Insurance Company:** Self-Insured

Policy #: N/A Expiration Date: N/A

**5. Signatures.**

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

**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 e-mail by Jeffrey J. Wahl, Assistant Attorney General  
Department of Justice

April 18, 2022  
Date

**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:** OHA #157345-1  
\_\_\_\_\_

Legal name *(tax filing)*: Deschutes County Oregon  
\_\_\_\_\_

DBA name *(if applicable)*: Deschutes County Health Services  
\_\_\_\_\_

Billing address: 2577 NE Courtney Drive  
\_\_\_\_\_

City: Bend State: OR Zip: 97701  
\_\_\_\_\_

Phone: 541-322-7400  
\_\_\_\_\_

FEIN: 93-6002292  
\_\_\_\_\_

**- OR -**

SSN: \_\_\_\_\_