



Agreement Number 154323

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

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This is amendment number **04** to Agreement Number **154323** between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as “ODHS” and

**Yamhill County
Acting by and through its Health and Human Services
Attention: Lindsey Manfrin
627 NE Evans Street
McMinnville, OR 97128
Telephone: 503-434-7523
E-mail address: manfrinl@co.yamhill.or.us**

hereinafter referred to as “**County.**”

1. This amendment, when fully executed by every party, shall become effective on the date this amendment is approved by the Department of Justice, regardless of the date it is actually signed by every party.
2. The Agreement is hereby amended as follows:
 - a. The parties acknowledge and agree that, effective August 7, 2020, all references to Department of Human Services shall mean Oregon Department of Human Services and all references to DHS shall mean ODHS.
 - b. **Section 1., “Effective Date and Duration.”** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

1. **Effective Date and Duration.**

This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice or on July 1, 2017, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on ~~December 31, 2020~~ **June 30, 2021**. Agreement termination or expiration shall not extinguish or prejudice either party’s right to enforce this Agreement with respect to any default by the other party that has not been cured.

- c. For services provided on July 1, 2020 and after, Section 2., “Agreement Documents.” to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

2. **Agreement Documents.**

- a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Statement of Work
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Terms and Conditions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements
- ~~(6) Exhibit D: Federal Terms and Conditions~~

This Agreement constitutes the entire agreement between the parties on the subject matter in it; there are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.

- b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibits ~~D~~, B, A, and C.
- c. For purposes of this Agreement, “Work” means specific work to be performed or services to be delivered by County as set forth in Exhibit A.

- d. Section 3., “Consideration.”, Subsection a. only to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

- a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is ~~\$1,093,749.96~~ **\$1,249,999.92**. 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.

- e. For services provided on July 1, 2020 and after, Section 4., “Vendor or Sub-Recipient Determination.” to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

4. ~~Vendor~~ **Contractor** or Sub-Recipient Determination.

In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.102, DHS’ determination is that:

- County is a sub-recipient County is a ~~vendor~~ **contractor** Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 93-658 **Not Applicable**

- f. **For services provided on and after the effective date of this amendment, Exhibit A, Part 1, “Statement of Work”, Section 6., “Performance Work Statement.” only to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.**

6. Performance Work Statement.

a. ORS 418.580(2)(c) allows for ~~contracts~~ **agreements** entered into for Program Services to be performance-based. This ~~Contract~~ **Agreement** is entered into by the parties to this ~~Contract~~ **Agreement** with the understanding that this is a performance-based ~~contract~~ **agreement** and as part of administration of the ~~Contract~~ **Agreement**, DHS will be monitoring the outcome data and working with the ~~Contractor~~ **County** to assist in achieving specific performance standards as defined in Section 8. All ~~Services~~ **services** under this ~~Contract~~ **Agreement** as provided by the ~~Contractor~~ **County** will be directly related to meeting the outcome measures as defined in Section 8.

b. **During the time that national, state, or local orders are in place regarding the COVID-19 pandemic, County shall provide services via virtual teleconferencing application as a preferred method when possible. If virtual teleconferencing is not available, appropriate, or applicable for service delivery, County shall provide services in-person at County’s office. When conducting services in-person and while COVID-19 pandemic restrictions are in effect, County shall perform services in compliance with current COVID-19 safety precautions that can be found at <https://www.cdc.gov/coronavirus/2019-ncov/index.html>.**

c. **County shall provide the following service** ~~Service-array-is-as follows:~~

- g. **For services provided on and after the effective date of this amendment, Exhibit A, Part 1, “Statement of Work”, Section 6.a. only to add a new Subsection 10. To read as follows:**

10. Upon a Client transitioning out of the facility County shall have the vacated room repaired, cleaned, and ready for occupancy within a two-week time period unless otherwise approved by the ODHS Agreement Administrator or delegate. During the time that national, state, or local orders are in place regarding the COVID-19 pandemic, County shall clean and disinfect the vacated room pursuant to <https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html>.

- h. For services provided on and after the effective date of this amendment, Exhibit A, Part 2, “Payment Provisions” is hereby replaced in its entirety, as set forth in Exhibit A, Part 2, “Payment and Financial Reporting”, attached hereto and incorporated herein by this reference.**
 - i. For services provided on May 15, 2019 and after, Exhibit A, Part 3, “Special Terms and Conditions”, Section 7.b. only is hereby deleted in its entirety.**
 - j. For services provided on July 1, 2017 and after, Exhibit A, Part 3, “Special Terms and Conditions”, Section 8., “HIPAA Compliance.” only is hereby deleted in its entirety.**
 - k. For services provided on July 1, 2020 and after, Exhibit A, Part 3, “Special Terms and Conditions”, Section 9., “Federal Whistleblower Protection.” only is hereby deleted in its entirety.**
 - l. For services provided on and after the effective date of this amendment, Exhibit C, “Subcontractor Insurance Requirements” is hereby superseded and restated in its entirety, as set forth in Exhibit C, “Subcontractor Insurance Requirements”, attached hereto and incorporated herein by this reference.**
 - m. For services provided on July 1, 2020 and after, Exhibit D, “Federal Terms and Conditions” is hereby deleted in its entirety.**
- 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 amendment, the County hereby certifies under penalty of perjury that:
- 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;**
 - b. The information shown in County Data and Certification, of original Agreement or as amended is County’s true, accurate and correct information;**
 - c. 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;**

- d. 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>;
 - e. 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/>;
 - f. 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.
 - g. County Federal Employer Identification Number (FEIN) provided to ODHS is true and accurate. If this information changes, County is required to provide ODHS with the new FEIN within 10 days.
5. **County Data.** This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

County Name (exactly as filed with the IRS): Yamhill County

Street address: 535 NE 5th Street

City, state, zip code: McMinnville, OR 97128

Email address: morenom@co.yamhill.or.us

Telephone: (503) 474-4911 Facsimile: (503) 434-7553

Proof of Insurance: County shall provide the following information upon submission of the signed Agreement Amendment. All insurance listed herein must be in effect prior to amendment execution.

Workers' Compensation Insurance Company: SAIF

Policy #: 871736 Expiration Date: 7/01/2021

6. Signatures.

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

Yamhill County acting by and through its Health and Human Services

By:

Casey Kulla
Authorized Signature
Chair, Board of Commissioners
Title

Casey Kulla
Printed Name
12/3/2020
Date

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

By: Belit Burke, CW Contract Administrator
Digitally signed by Belit Burke, CW Contract Administrator
Date: 2020.12.08 13:45:03 -08'00'

Authorized Signature

Title

Printed Name

Date

Approved for Legal Sufficiency:

Approved via email by Jeffrey Wahl 11/16/2020
Department of Justice Date

Accepted by Yamhill County Board of Commissioners on 12/3/2020 by Board Order # 20-430

EXHIBIT A

Part 2

Payment and Financial Reporting

1. Payment Provisions:

a. As consideration for the services provided by the County during the period specified **Section 1, "Effective Date and Duration"**, ODHS will pay to the County, a maximum not-to-exceed amount as specified in **Section 3. "Consideration"**, to be paid at the rate of **\$26,041.66 per month** for the provision of all services as described in Exhibit A, Part 1, "Statement of Work".

b. County Invoice, Completion and Submission:

(1) County shall submit billings on the approved ODHS invoice form located at: <https://apps.state.or.us/Forms/Served/ce0846.xlsm>.

Instructions and requirements for completion and submission of an invoice are included on the third tab of the Excel invoice document. Invoices must be submitted with all fields properly populated.

(2) Payment will be made by ODHS to the County monthly on or after the first of each month following the month in which services were performed, subject to receipt and approval by ODHS of the County's invoice and any required reporting as defined in the Statement of Work for this Agreement.

For questions regarding payments please email
ContractInvoice.Support@dhsosha.state.or.us.

2. **Travel and Other Expenses.** ODHS will not reimburse County for any travel or additional expenses under this Agreement.

EXHIBIT C

Subcontractor Insurance Requirements

County shall require its first tier contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to: (i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Contractors perform under contracts between County and the Contractors (the "Subcontracts"), and (ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to County. County shall not authorize Contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce Contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Contractor to work under a Subcontract when the County is aware that the Contractor is not in compliance with the insurance requirements. As used in this Section, a "first tier" Contractor is a Contractor with which the County directly enters into a Subcontract. It does not include a subcontractor with which the Contractor enters into a contract.

TYPES AND AMOUNTS

- 1. Workers' Compensation & Employers' Liability.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

- 2. Commercial General Liability:**

Required

Commercial General Liability insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Subcontract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$2,000,000 per occurrence. Annual aggregate limit shall not be less than \$4,000,000.

3. Automobile Liability:

Required **Not required**

Automobile Liability insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$4,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal Automobile Liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

4. Professional Liability:

Required **Not required**

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Subcontract by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than \$2,000,000 per claim. Annual aggregate limit shall not be less than \$4,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall provide Tail Coverage as stated below.

5. Network Security and Privacy Liability:

Required **Not required**

Contractor shall provide Network Security and Privacy Liability insurance for the duration of this Subcontract and for the period of time in which Contractor (or its business associates or subcontractor(s)) maintains, possesses, stores or has access to County or client data, whichever is longer, with a combined single limit of no less than \$ _____ per claim or incident. This insurance shall include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of County or client data (which may include, but is not limited to, Personally Identifiable Information ("PII"), Payment Card Data and Protected Health Information ("PHI")) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of County data.

6. Pollution Liability:

Required **Not required**

Pollution Liability insurance covering Contractor's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Contractor, all arising out of the goods delivered or services (including transportation risk) performed under this Subcontract is required. Combined single limit per occurrence shall not be less than \$ _____. Annual aggregate limit shall not be less than \$ _____.

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Contractor's or subcontractor' liability for bodily injury, property damage and

environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the Contractor that arise from the goods delivered or services (including transportation risk) performed by Contractor under this Subcontract is also acceptable.

7. **Excess/Umbrella Insurance.** A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.
8. **Additional Coverage Requirements.** Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.
9. **Additional Insured.** All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Subcontract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Subcontract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.
10. **Waiver of Subrogation.** Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the County or State of Oregon by virtue of the payment of any loss. Contractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).
11. **Tail Coverage.** If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Subcontract, for a minimum of 24 months following the later of (i) Contractor's completion and County's acceptance of all services required under this Subcontract, or (ii) County's or Contractor's termination of this Subcontract, or, (iii) The expiration of all warranty periods provided under this Subcontract.
12. **Certificate(s) and Proof of Insurance.** County shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before delivering any goods and performing any services required under this Subcontract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Subcontract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance County has the right to request

copies of insurance policies and endorsements relating to the insurance requirements in this Subcontract.

13. **Notice of Change or Cancellation.** The Contractor or its insurer must provide at least 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
14. **Insurance Requirement Review.** Contractor agrees to periodic review of insurance requirements by County under this Subcontract and to provide updated requirements as mutually agreed upon by Contractor and County.
15. **State Acceptance.** All insurance providers are subject to County acceptance. If requested by County, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to County's representatives responsible for verification of the insurance coverages required under this Exhibit.

B.D.20-430
Exhibit "c"