



Agreement Number 169589

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

You can get this document in other languages, large print, braille, or a format you prefer free of charge. Contact the Agreement Administrator at the contact information found on page one of the original Agreement, as amended. We accept all relay calls.

This is amendment number **01** to Agreement Number **169589** 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
627 NE Evans Street
McMinnville, OR 97128
Contact: Lindsey Manfrin
Telephone: 503-434-7523
E-mail address: ManfrinL@co.yamhill.or.us**

hereinafter referred to as “County.”

1. This amendment shall become effective on the later of: (I) **July 1, 2023** provided it is (i) approved in writing by the Oregon Department of Justice on or before such date, and (ii) when required, approved in writing by the Oregon Department of Administrative Services, and (iii) is signed by all parties, regardless of the date of the parties’ signatures; or (II) the date this amendment is approved in writing by the Oregon Department of Justice, provided it is (i) when required, approved in writing by the Oregon Department of Administrative Services, and (ii) is signed by all parties, regardless of the date of the parties’ signatures.
2. The Agreement is hereby amended as follows:
 - a. The ODHS Agreement Administrator’s contact information is updated to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

Office of Child Welfare Programs
District 3
3420 Cherry Ave. NE #100
Salem, OR 97303
Agreement Administrator: Amy Kirby or delegate
Telephone: 503-510-5497
E-mail address: ~~Amy.Kirby@dhs.oha.state.or.us~~ **amy.kirby@odhs.oregon.gov**

- 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.**
- Upon signature by all applicable parties, this ~~Contract~~ **Agreement** shall be effective on the later of: (i) July 1, 2021 or, (ii) when required, the date this ~~Contract~~ **Agreement** is approved by Department of Justice, regardless of the date it is actually signed by all other parties per the authority under OAR 125-247-0288. Unless extended or terminated earlier in accordance with its terms, this ~~Contract~~ **Agreement** shall expire on **September 30, 2025**. ~~Contract~~ **Agreement** termination shall not extinguish or prejudice **ODHS**’ right to enforce this ~~Contract~~ **Agreement** with respect to any default by County that has not been cured.
- c. **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 ~~\$625,000.00~~ **\$1,328,124.66**. ODHS 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.
- d. **Exhibit A, Part 1, “Statement of Work”, Section 10.a. only** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
- a. **The achievement of** Transitional Treatment and Recovery Services **for the Client** will be based on ~~successful achievement of the following outcome expectations~~ **the following Client-driven outcome measures:**
- (1) **Achieved:** Client is actively engaged in or has completed treatment program and transitioned to ODHS approved living situation with Child or Child was reunified with non-custodial parent (non-required agency removal);
 - (2) **Partially Achieved:**
 - (a) Client did not complete treatment program, but ~~child~~ **Child** remains with parent in an in-home safety plan; **or**
 - ~~(a)~~(b) ~~OR~~ Client achieved sobriety but did not complete treatment program; **or**
 - ~~(b)~~(c) ~~OR~~ Child removed but parent remained in treatment (~~child~~ **Child** not returned prior to service closure date).
 - (3) **Not Achieved:** Client did not engage in treatment program, did not transition to **an** ODHS approved living situation *and* child removed or placed in foster care.
 - (4) **No Progress: Client did not engage in services or was not located.**

- e. **Exhibit B, “Standard Terms and Conditions”, Section 24., “Notice” ODHS address only** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

ODHS: Office of Contracts & Procurement

~~635 Capitol Street NE, Suite 350~~ **500 Summer Street NE, E-03**

Salem, OR 97301

Telephone: 503-945-5818

Fax: 503-378-4324

- f. **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.
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 undersigned hereby certifies under penalty of perjury that:
- a. 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) County and that pertains to this Agreement or to the project for which the Agreement work is being performed. 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 County;
- b. The information shown in Section 5.a. “County Information” of the original Agreement, 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 Non-procurement Programs” found at: <https://www.sam.gov/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's Federal Employer Identification Number (FEIN) provided to ODHS is true and accurate. If this information changes, County shall provide ODHS with the new FEIN within 10 days.

5. **County Information.** This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

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

Street address: 535 NE Fifth Street

City, state, zip code: McMinnville, OR 97128

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

Telephone: (503) 474-9411 Fax: (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: 07/01/2024

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:

Lindsay Berschauer

Lindsay Berschauer

Authorized Signature

Printed Name

Chair, Board of Commissioners

8/3/23

Title

Date

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

By:

Katie Darby Smits

Katie Darby-Smits

Authorized Signature

Printed Name

Child Welfare Contracts Team Manager

08/24/2023

Title

Date

Approved for Legal Sufficiency:

Approved via email by Jeffrey Wahl

6/6/2023

Oregon Department of Justice

Date

Approved by the Yamhill County Board of
Commissioners on 8/3/23
via Board Order 23-287

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, CONTINUOUS CLAIMS MADE 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 must 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 must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit must not be less than \$3,000,000.

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 \$1,000,000 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 \$_____ per claim. Annual aggregate limit must not be less than \$_____. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months must be included in the Professional Liability Insurance coverage, or the Contractor and subcontractors shall provide Continuous Claims Made 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 State of Oregon or client data, whichever is longer, with a combined single limit of no less than \$_____ per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of State of Oregon 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 State of Oregon data.

6. Physical Abuse and Molestation:

Required **Not required**

Physical Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the County covering damages arising out of actual, perceived, or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured must include the Contractor, and the Contractor's employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less than \$_____ per occurrence. Any annual aggregate limit must not be less

than \$ _____. Coverage can be provided by a separate policy or as an endorsement to the Commercial General Liability or Professional Liability policies. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, must be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense must be provided outside the coverage limit.

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 services to be performed under this Subcontract. Coverage must 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. **Continuous Claims Made Coverage.** If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Contractor shall maintain 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) must list the State of Oregon, its officers, employees and agents as a Certificate holder and as an

endorsed Additional Insured. The Certificate(s) must 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. County 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.