



Agreement Number **180824**
OregonBuys Number **PO-44300-00024332**

**AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
TORT LIABILITY COVERAGE AS A PROVIDER FOR
PSYCHIATRIC SECURITY REVIEW BOARD**

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 **180824/PO-44300-00024332** between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as “OHA,” and **Yamhill County** hereinafter referred to as “County”.

1. This amendment shall become effective on the last date all required signatures in Section 3., below have been obtained.
2. The Agreement is hereby amended as follows:
 - a. **Section 1., “Term” only** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
 1. **Term.** This Agreement shall become effective on July 1, 2023, regardless of the date it was actually signed by every party. Unless otherwise terminated or extended, this Agreement expires on ~~June 30~~**December 31**, 2025 or when the Financial Assistance Agreement (FAA) between OHA and County during July 1, 2023 through ~~June 30~~**December 31**, 2025 is terminated, whichever occurs earlier.
 - b. **Section 3., “Indemnity by State” only** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

3. Indemnity by State.

From funds available in that portion of the Insurance Fund dedicated for state insurance programs, the state of Oregon, acting by and through DAS, and subject to ORS 278.120(1) and rules and policies adapted by DAS in administration of the state’s insurance and risk management activities, shall defend and indemnify county or private community care provider and its employees, but only up to the limits for tort claims specified in ORS 30.271 and 30.273 (including the costs of defense; defense cost is inside the limit, not in addition to the limit), for damages and costs of claims for torts committed or alleged to have been committed by county, private community care provider or its employees in the course of county’s or private community care provider’s delivery of professional services under this agreement. Subject to ORS 278.120(1), the monetary limits stated

above, and rules and policies adapted by DAS in administration of the state's insurance and risk management activities, county or private community care provider and its employees are entitled to the same defense and indemnification that qualifying agents of OHA would receive under 30.260 to 30.300. However, none of the terms of this agreement are intended to – and none do – make county, private community care provider or its employees the agents or employees of OHA, DAS, or the state of Oregon generally. County or private community care provider remains liable for any damages, including the cost of defense, in excess of this Indemnity.

All private community care providers must maintain the private community care provider's own insurance in the amount required by Exhibit J, Provider Insurance Requirements, from the County's Financial Assistance Agreement (FAA). Provider must maintain the certificate of insurance and provide it to DAS Risk upon request. The County or private community care provider must immediately notify DAS Risk Management if a claim is reported to them. They must provide a copy of the notice or lawsuit immediately upon receiving. The above information should be sent to:

Department of Administrative Services
Attn: Risk Management / EGS
P.O. Box 12009
Salem, OR 97309-0009

Website: www.oregon.gov/das/risk/pages/index.aspx

Email: Risk.Management@DAS.Oregon.gov

FAX: 503-373-7337

If questions: 503-373-7475

