



Agreement Number 144374

AMENDMENT TO  
STATE OF OREGON  
INTERGOVERNMENTAL AGREEMENT

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This is amendment number 02 to Agreement Number 144374 between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "OHA" and

Yamhill County  
By and through its Yamhill County Juvenile Department  
535 NE Fifth Street  
McMinnville, Oregon 97128  
Attention: Ted Smetana  
Phone: (503) 434-7512  
Fax number: (503) 434-7466  
Email: [smetant@co.yamhill.or.us](mailto:smetant@co.yamhill.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. Amend Page 1 of the Agreement to change the OHA Agreement Administrator, as follows. Language to be deleted or replaced is ~~[bracketed and struck through]~~; new language is underlined and bold:

**"Work performed under this Agreement relates principally to the OHA's**

**Medical Assistance Programs  
500 Summer Street NE  
Salem, Oregon 97301**

**Agreement Administrator: ~~[Jean Hutchinson]~~ Len Forsman or Delegate**

**Telephone: ~~[(503) 945-9420]~~ (503) 945-6492**

**Facsimile: (503) 373-7689**

**B-mail address: ~~[jean.o.hutchinson@state.or.us]~~ len.forsman@state.or.us**

B.O. 15-665

- b. Exhibit C, "Subcontractor Insurance Requirements," is hereby superseded and restated in its entirety as set forth in Attachment 1, entitled "Exhibit C Subcontractor Insurance Requirements," attached hereto and incorporated herein by this reference.

3. Certification.

- 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. Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies that:
- (1) The information shown in County Data and Certification, of original Agreement or as amended is County's true, accurate and correct information;
  - (2) 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;
  - (3) County and County's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:  
<http://www.treas.gov/offices/enforcement/ofac/sdn/111sdn.pdf>;
  - (4) 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/>; and
  - (5) County is not subject to backup withholding because:
    - (a) County is exempt from backup withholding;
    - (b) 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
    - (c) The IRS has notified County that County is no longer subject to backup withholding.
- b. County is required to provide its Federal Employer Identification Number (FEIN). By County's signature on this Agreement, County hereby certifies that the 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.

- c. 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. County Data. County shall provide current information as required below. 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 ST.

City, state, zip code: McMinnville OR 97128

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

Telephone: (503) 434-7512 Facsimile: (503) 434-7464

Federal Employer Identification Number: 93-6002318

Proof of Insurance:

Workers' Compensation Insurance Company: CIS - City County Insurance

Policy #: HWYAMC Expiration Date: 7.1.2015

County shall provide proof of Insurance upon request by OHA or OHA designee.

*(Remainder of page intentionally left blank)*

5. Signatures.

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

Yamhill County, Oregon

By: Allen Spruiger Chair, Board of Commissioners 3-5-15  
Authorized Signature Title Date

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

By: Devin DEPUTY DIRECTOR 3/18/2015  
Authorized Signature Title Date

Approved for Legal Sufficiency:

Not Required per OAR 137-045-0030(1)(a)  
Assistant Attorney General Date

OHA Office of Contracts and Procurement:

L. Logan for L. Thomas 3-24-2015  
Louis H. Thomas, Contract Specialist Date

Approved As To Form  
by: Christian Doensch  
Christian Doensch  
County Counsel  
Yamhill County

Accepted by Yamhill County  
Board of Commissioners on  
3-5-15 by Board Order  
# 15-65

ATTACHMENT 1

EXHIBIT C

**Subcontractor Insurance Requirements**

**General Requirements.** County shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance as specified in this Exhibit C and meeting all the requirements under this Exhibit C 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 OHA. 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 whom the county directly enters into a contract. It does not include a subcontractor with whom the contractor enters into a contract.

1. **Workers' Compensation.** Insurance must be in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall obtain employers' liability insurance with coverage limits of not less than \$500,000.

2. **Professional Liability:**

Required by OHA  Not required by OHA

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than the following, as determined by OHA:

Per occurrence for all claimants for claims arising out of any single accident or incident:

Provider Contract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.
\$1,000,001. - \$2,000,000.	\$2,000,000.
\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,001.	\$4,000,000.

3. **Commercial General Liability:**

Required by OHA  Not required by OHA

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to OHA. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OHA:

**Bodily Injury, Death and Property Damage:**

Per occurrence for all claimants for claims arising out of any single accident or incident:

Provider Contract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.
\$1,000,001. - \$2,000,000.	\$2,000,000.
\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,001.	\$4,000,000.

4. **Automobile Liability:**

Required by OHA  Not required by OHA

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by OHA:

**Bodily Injury, Death and Property Damage:**

Per occurrence for all claimants for claims arising out of any single accident or incident:

Provider Contract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.
\$1,000,001. - \$2,000,000.	\$2,000,000.
\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,001.	\$4,000,000.

5. **Additional Insured.** The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

6. "Tail" Coverage. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the 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 the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and County's acceptance of all services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and OHA may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OHA approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
7. Notice of Cancellation or Change. The contractor or its insurer must provide 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).
8. Certificate(s) of Insurance. County shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: (i) all entities and individuals who are endorsed on the policy as Additional Insured and (ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.