



# Yamhill County Department of Community Justice

615 E. Sixth Street, McMinnville, Oregon 97128 · Phone: 503-434-7513 · Fax: 503-472-5216

To: Yamhill County Board of Commissioners

From: Ted Smietana, Department of Community Justice

Date: 6/23/15

Re: 1) Oregon Youth Authority Agreement – Juvenile Crime Prevention Basic and  
Diversion Services

2) Oregon Youth Authority Agreement – Individualized Services

For your consideration and approval are two agreements with the Oregon Youth Authority. Both these are for the 2015 – 2017 biennium. These agreements fund a portion of our services and supervision of youth placed under our jurisdiction by the Yamhill County Circuit Court.

The agreement for Juvenile Crime Prevention Basic and Diversion services funds detention, shelter care, treatment services, sanction and aftercare for youth, and community based services to divert youth from commitment to OYA Close Custody Facilities.

The agreement for Individualized Services ae funds intended to purchase services to meet widely varied needs, ranging for one-time services to complex, multi-disciplinary case management services necessary to keep youth offenders in the community rather than commitment to an OYA correctional facility.

Your approval of these agreements is recommended. Please contact me if I can provide any additional information.

Thank you for your consideration.

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio tape, oral presentation, and computer disk. To request an alternate format call the State of Oregon, Oregon Youth Authority, Budget and Contracts Unit at (503) 373-7371.

STATE OF OREGON  
INTERGOVERNMENTAL AGREEMENT  
Individualized Services



Agreement # 13224

This Agreement is between the State of Oregon, acting by and through its **OREGON YOUTH AUTHORITY**, hereafter called "OYA" or "Agency", and **YAMHILL COUNTY**, hereafter called "County".

Agency's **Contract Administrator** for this Agreement is: Philip Cox Phone Number: (503) 373-7531  
Address: 530 Center St NE, Suite 200, Salem, Oregon 97301

**1. Effective Date and Duration.** This Agreement shall become effective as of **July 1, 2015**. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when Agency accepts County's completed performance or on **June 30, 2017**, whichever date occurs first. Agreement termination shall not extinguish or prejudice Agency's right to enforce this Agreement with respect to any default by County that has not been cured.

**2. Statement of Work.** County shall perform the work (the "Work" or "Service") as set forth in the Statement of Work, which includes the delivery schedule for such Work, and that is attached hereto as Exhibit A. County shall perform the Work in accordance with the terms and conditions of this Agreement.

**3. Consideration**

a. The maximum, not-to-exceed compensation payable to County under this Agreement, which includes any allowable expenses, is **\$19,432.00**. Agency will not pay County any amount in excess of the not-to-exceed compensation of this Agreement for completing the Work, and will not pay for Work performed before the date this Agreement becomes effective or after the termination of this Agreement. If the maximum compensation is increased by amendment of this Agreement, the amendment must be fully effective before County performs Work subject to the amendment.

b. Interim payments to County shall be subject to ORS 293.462, and shall be made in accordance with the payment schedule and requirements in Exhibit A.

c. Agency will pay only for completed Work that is accepted by Agency.

**4. Documents.** This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, Exhibit A (the Statement of Work) and Exhibit B (Subcontractor Requirements). Exhibit A and B are attached hereto and incorporated herein by this reference.

**5. Independent Contractor; Responsibility for Taxes and Withholding**

a. County shall perform all Work as an independent contractor. The Agency reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product, however, the Agency may not and will not control the means or manner of County's performance. County is responsible for determining the appropriate means and manner of performing the Work.

b. If County is currently performing work for the State of Oregon or the federal government, County by signature to this Agreement, represents and warrants that: County's Work to be performed under this Agreement creates no potential or actual conflict of interest as defined by ORS 244 and no statutes, rules or regulations of the state or federal agency for which County currently performs work would prohibit County's Work under this Agreement.

c. The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an "officer", "employee", or "agent" of the Agency, as those terms are used in ORS 30.265 or otherwise.

d. County shall be responsible for all federal or state taxes applicable to compensation or payments paid to County under this Agreement and, unless County is subject to backup withholding, Agency will not withhold from such compensation or payments any amount(s) to cover County's federal or state tax obligations. County is not eligible

for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to County under this Agreement, except as a self-employed individual.

**6. Subcontracts, Successors, and Assignments**

a. County may contract with a third person or entity (a "Subcontractor") for delivery of a particular Service or portion thereof (a "Subcontract"). County may permit a Subcontractor to subcontract with a third person or entity for delivery of a particular Service or portion thereof and such subcontractors shall also be considered Subcontractors for purposes of this Agreement and the subcontracts shall be considered Subcontracts for purposes of this Agreement. County shall not permit any person or entity to be a Subcontractor unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Service. County shall ensure that the Subcontract is in writing and contains all provisions of this Agreement necessary for County to comply with its obligations under this Agreement and applicable to the Subcontractor's performance under the Subcontract, including but not limited to, all provisions of this Agreement that expressly require County to require Subcontractor's compliance with respect thereto. County shall maintain an originally executed copy of each Subcontract at its office and shall furnish a copy of any Subcontract to the Agency upon request.

b. County shall not assign, delegate or transfer its interest in this Agreement without prior written approval of Agency. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the Agency may deem necessary. No approval by the Agency of the assignment or transfer of interest shall be deemed to create any obligation of the Agency in addition to those set forth in the Agreement.

c. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, and permitted assigns.

**7. No Third Party Beneficiaries.** The Agency and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of the Agency to assist and enable the Agency to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

**8. Funds Available and Authorized; Payments.** County shall not be compensated for Work performed under this Agreement by any other agency or department of the State of Oregon. Agency certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement within the Agency's current biennial appropriation or limitation. County understands and agrees that Agency's payment of amounts under this Agreement is contingent on Agency receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.

**9. Representations and Warranties.** County represents and warrants to Agency as follows:

a. **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligation hereunder.

b. **Due Authorization.** The making and performance by County of this Agreement (1) have been duly authorized by all necessary action of County and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any other governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.

c. **Binding Obligation.** This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

d. **Accuracy of Information.** The statements made in and the information provided in connection with any applications, requests or submissions to the State hereunder or in connection with any funding provided to County hereunder are true and accurate in all materials respects.

e. **Services.** The delivery of each Service will comply with the terms and conditions of this Agreement and meet the standards for such Service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in Exhibit A.

f. The warranties set forth above are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

## 10. Intellectual Property & Open Source

**Definitions.** As used in this Contract, the following terms have the meanings set forth below:

a. "Contractor Intellectual Property" means any intellectual property owned by County and developed independently from Services.

b. "Open Source Elements" means any Work Product subject to any open source initiative certified license, including Work Product based upon any open source initiative certified licensed work.

c. "Third Party Intellectual Property" means any intellectual property owned by parties other than Agency or County.

d. "Work Product" means all Services and Goods County delivers or is required to deliver to Agency pursuant to this Contract.

i. **New Works.** All intellectual property rights in the Work Product created by County under this Contract shall be the exclusive property of Agency. All Work Product authored by County under this Contract shall be deemed "works made for hire" to the extent permitted by the United States Copyright Act. To the extent Agency is not the owner of the intellectual property rights in such Work Product, County hereby irrevocably assigns to Agency any and all of its rights, title, and interest in such Work Product. Upon Agency's reasonable request, County shall execute such further documents and instruments reasonably necessary to fully vest such rights in Agency. County forever waives any and all rights relating to such Work Product created under this Contract, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

ii. **Contractor Intellectual Property.** If intellectual property rights in the Work Product are Contractor Intellectual Property, County hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, make, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on Agency's behalf.

iii. **Third Party Intellectual Property.** To the extent County has the authority, County shall sublicense or pass through to Agency all Third Party Intellectual Property. County represents and warrants that it has provided written disclosure to Agency of all Third Party Intellectual Property that must be independently licensed by Agency to fully enjoy the benefit of the Work Product. If County failed to provide such written disclosure, County shall secure on the Agency's behalf and in the name of the Agency, an irrevocable, non-exclusive, perpetual, royalty-free license to use, make, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on Agency's behalf.

iv. **Open Source Approval and Notice.** Any Open Source Elements in the Work Product must be approved in advance and in writing by Agency. If Agency approves the use of Open Source Elements, County shall:

a. Notify Agency in writing that the Work Product contains Open Source Elements;

b. Identify the specific portion of the Work Product that contain Open Source Elements; and

c. Provide a copy of the applicable license for each Open Source Element to Agency.

## 11. Contribution

a. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

b. With respect to a Third Party Claim for which the State is jointly liable with the County (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments,

finances and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

c. With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

## **12. Default; Remedies; Termination.**

**a. Default by County.** County shall be in default under this Agreement upon the occurrence of any of the following events:

(i) County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein, including but not limited to, County's failure to comply with the Individualized Services Referral form;

(ii) Any representation, warranty or statement made by County herein or in any documents or reports relied upon by Agency to measure the delivery of Services, the expenditure of funds or the performance by County is untrue in any material respect when made;

(iii) County (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or

(iv) A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (iii) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues un-dismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

**b. Agency's Remedies for County's Default.** In the event County is in default under Section 12.a, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

(i) termination of this Agreement under Section 12.e(ii)(D), (E), or (F);

(ii) withholding all monies due for Work and Work Products that County has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;

(iii) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;

(iv) exercise of its right of setoff.

These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that County was not in default under Sections 12.a, then County shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 12.e(ii)(A), (B), or (C).

**c. Agency Default.** Agency shall be in default under this Agreement upon the occurrence of any of the following events:

(i) Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or

(ii) Any representation, warranty or statement made by Agency herein is untrue in any material respect when

made.

**d. County's Remedies for Agency's Default.** In the event Agency terminates the Agreement under Section 12.e(ii)(A), (B), or (C), or in the event Agency is in default under Section 12.c and whether or not County elects to exercise its right to terminate the Agreement under Section 12.e(i)(B), County's sole monetary remedy shall be (a) with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this Agreement but not yet billed, authorized expenses incurred and interest within the limits permitted under ORS 293.462, and (b) with respect to deliverable-based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by Agency, less previous amounts paid and any claim(s) that Agency has against County. In no event shall Agency be liable to County for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to County exceed the amount due to County under this Section 12.d, County shall pay immediately any excess to Agency upon written demand.

**e. Termination.**

**(i) County Termination.**

(A) County may terminate this Agreement in its entirety for its convenience, upon 90 days advance written notice to the Agency.

(B) Upon 30 days advance written notice to Agency, if Agency is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice.

(C) Upon 45 days advance written notice to Agency, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion.

(D) Immediately upon written notice to Agency, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted in such a way that County no longer has the authority to meet its obligations under this Agreement.

**(ii) Agency's Termination.** Agency may terminate this Agreement in its entirety or may terminate its obligation to provide funds under any portion of this Agreement:

(A) Upon 90 days' advance written notice to County, if Agency determines, in its sole discretion, to end all or any portion of the funds to County under this Agreement.

(B) Upon 45 days written notice to County, if Agency does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient, in the exercise of Agency's reasonable administrative discretion, to meet the payment obligations of Agency under this Agreement.

(C) Immediately upon written notice if state or federal laws, regulations, or guidelines are modified changed or interpreted in such a way that the Agency does not have the authority to provide funds for one or more Services or no longer has the authority to provide the funds from the funding source it had planned to use.

(D) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as Agency may specify in the notice.

(E) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a subcontractor to deliver a Service is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a subcontractor no longer meets requirements to deliver the Service. This termination right may only be exercised with respect to the particular group of Services impacted by loss of necessary licensure or certification.

(F) Immediately upon written notice to County, if Agency determines that County or any of its subcontractors have endangered or are endangering the health or safety of a Client or others.

**(iii) Entire Agreement.** Upon termination of this Agreement in its entirety, Agency shall have no further obligation to pay funds to County under this Agreement, whether or not Agency has paid to County all funds described in Exhibit A. Notwithstanding the foregoing, Agency shall make payments to reimburse County's for services provided prior to the effective date of termination where such services are authorized pursuant to this Agreement and are not disputed by Agency.

**13. Limitation of Liabilities.** EXCEPT FOR LIABILITY OF DAMAGES ARISING OUT OF OR RELATED TO SECTION 11, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

**14. Records Maintenance; Access.** County shall maintain, and require all subcontractors to maintain, all financial records relating to this Agreement or any subcontractor contract in accordance with generally accepted

accounting principles. In addition, County shall maintain and require all subcontractors to maintain, any other records (including but not limited to statistical records) pertinent to this Agreement in such a manner as to clearly document County's and each subcontractor's performance. County acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal and statistical records and other books, documents, papers, plans and writings of County that are pertinent to this Agreement to perform examinations, audits and program reviews and make excerpts and transcripts. A copy of an audit or report will be made available to County. County shall retain and keep accessible all such fiscal and statistical records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

**15. Compliance with Applicable Law.** County shall comply and require all subcontractors to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, County expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. Agency's performance under the Agreement is conditioned upon County's compliance with the provisions of ORS 279B.220, 279B.230 and 279B.235, which are incorporated by reference herein. County shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

**16. Force Majeure.** Neither Agency nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, terrorist acts and other acts of political sabotage, and war which is beyond respectively, the Agency's or County's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

**17. Survival.** All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections 1, 7, 8, 9, 10, 11, 12, 13, 14, 17, 20, 21, 22 and 24.

**18. Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing, by personal delivery, facsimile, electronic mail, or mailing the same, postage prepaid, to County or Agency at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section 18. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any communication or notice delivered by electronic mail shall be effective on the day of notification of delivery receipt, if delivery was during normal business hours of the recipient, or on the next business day, if delivery was outside normal business hours of the recipient. Any communication or notice given by personal delivery shall be effective when actually delivered.

**19. Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

**20. Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.

**21. Governing Law; Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Agency (and/or any other agency or department of the State of Oregon) and County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a Circuit Court in the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

**22. Integration and Waiver.** This Agreement, including all of its Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

**23. Criminal History Checks:** The Agency has statutory authority to access criminal offender information on all persons providing services under this Agreement (ORS 181.010, 420A.010 (11) and 420A.021).

**24. Confidentiality of Information.**

a. The use or disclosure by the County and its employees and agents of any information concerning a recipient of Services, for any purpose not directly connected with the administration of the County's responsibilities with respect to such Services, is prohibited, except on written consent of the person or persons authorized by law to consent to such use or disclosure. The County shall prohibit the use or disclosure by the County's subcontractors and their employees and agents of any information concerning a recipient of Services provided under the applicable subcontracts, for any purpose not directly connected with the administration of the County's or subcontractor's responsibilities with respect to such Services, except on written consent of the person or persons authorized by law to consent to such use or disclosure. All records and files shall be appropriately secured to prevent access by unauthorized persons. The County shall, and shall require its subcontractors to, comply with all appropriate federal and state laws, rules and regulations regarding confidentiality of client records.

b. Agency shall include a provision in its contracts with contractors who utilize information related to the Services provided under this Agreement for research purposes, providing that contractor and its subcontractors under that contract shall not release confidential information on individual youth for purposes unrelated to the administration of the contract or required by applicable law, and a provision that contractor or its subcontractors under that contract shall appropriately secure all records and files to prevent access by unauthorized persons.

c. County shall maintain and require all Providers to maintain a Client record for each youth that receives a Service.

**25. County-Client Relationship.** The County shall establish a system approved by Agency through which a youth and the youth's parents or guardian may present grievances about the operation of the County's service program. At the time arrangements are made for the County's services, the County shall advise the youth and parents or guardian of the youth of the existence of this grievance system. The County shall notify the Agency of all unresolved grievances.

**26. Program Records, Controls, Reports and Monitoring Procedures.** The County shall maintain program records including statistical records, and provide program records to the Agency at times and in the form prescribed by the Agency. The County shall establish and exercise such controls as are necessary to assure full compliance with the program requirements of this Agreement. The County also agrees that a program and facilities review (including meetings with youth, review of service records, review of policy and procedures, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services) may be conducted at any reasonable time by any or all of the following: state personnel, federal personnel, and other persons authorized by the Agency. The County shall cooperate fully with such reviews.

**27. Mandatory Reporting:** As required by Oregon Law (ORS 419B.005 through ORS 419B.050), all OYA contractors must immediately inform either the local office of the Department of Human Services (DHS) or a law enforcement agency when they have reasonable cause to believe that any child with whom the County comes in contact has suffered abuse, or that any person with whom the County comes in contact has abused a child. Oregon Law recognizes child abuse to include but not be limited to: physical injury; neglect or maltreatment; sexual abuse and sexual exploitation; threat of harm; mental injury; child selling.

Reports must be made immediately upon awareness of the incident. Contractors are encouraged to contact the local DHS office if any questions arise as to whether an incident meets the definition of child abuse.

**28. Amendments.** No amendment, waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by all the parties and no such amendment, waiver, consent, modification, or change of terms shall be effective until all approvals required by law have been obtained from the Department of Justice. Such amendment, waiver, consent, modification or change if made, shall be effective only in the specific instance and for the specific purpose given.

**29. Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.

**30. Construction.** The parties agree and acknowledge that the rule of construction that ambiguities in a written agreement are to be construed against the party preparing or drafting the agreement shall not be applicable to the interpretation of this Agreement.

**31. HIPAA Compliance.** To the extent applicable, County shall deliver Services in compliance with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). County shall comply and require all subcontractors to comply with the following:

**a. Privacy and Security of Individually Identifiable Health Information.** Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between County and OYA for purposes directly related to the provision of Services. However, County shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate any applicable privacy rules.

**b. Consultation and Testing.** If County reasonably believes that County's delivery of Services under this Agreement may result in a violation of HIPAA requirements, County shall promptly consult with Agency.

**32. Alternative Dispute Resolution**

The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

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COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT COUNTY HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

I hereby certify and affirm I am eligible and authorized to sign this agreement on behalf of the County.

By: Allen Spruiger Date: 7-2-15

Title: Chair, Board of Commissioners

Mailing Address: 535 NE 5th St

McMinnville, OR 97128

Facsimile: (503) 434-7553

AGENCY: STATE OF OREGON, acting by and through its Oregon Youth Authority

By: Shawn Waite Date: 7/8/15  
Shawn Waite, Chief Financial Officer

Mailing Address: 530 Center St. NE, Suite 200  
Salem, Oregon 97301-3740

Facsimile: (503) 373-7921

Approved as to Legal Sufficiency by the Attorney General's Office: (Required if total amount owing under the Agreement, including amendments, exceeds \$150,000)

By: N/A Date: \_\_\_\_\_  
Assistant Attorney General

Reviewed by OYA Contracts Specialist:

By: Sam Kim Date: 7/8/15

Approved As To Form  
by Christian Boenisch  
Christian Boenisch  
County Counsel  
Yamhill County

Accepted by Yamhill County  
Board of Commissioners on  
7.2.15 by Board Order  
# 15-214

**EXHIBIT A  
STATEMENT OF WORK**

**1. STATEMENT OF WORK:**

**1.1 Overview:** Individualized services funds are intended to purchase services to meet widely varied needs, ranging from simple one-time services/purchases to complex, multi-disciplinary case management services necessary to keep a youth offender in the community, prevent commitment to Oregon Youth Authority (OYA or Agency) Probation and/or an OYA youth correctional facility, or revocation/recommitment of a youth offender to an OYA youth correctional facility. Funds are not intended for routine and ongoing costs that are already built in to other payment structures such as ongoing clothing needs, grooming needs, student body cards, etc. Rather, they are intended to fill in where other funding sources are unavailable because of the uniqueness of the need. The purchase shall directly support a need specifically itemized in a case/reformation plan. County shall research and use other resources before using Individualized services funds. Individualized services are intended to be based on evidence-based principles.

Individualized services provided by the County shall have a holistic approach across the following case plan domains:

- a) Medical;
- b) Mental Health;
- c) Social Living Skills;
- d) Alcohol and Drug Treatment;
- e) Education;
- f) Vocational;
- g) Family; and
- h) Offense specific.

Individualized services requested shall be:

- a) case-plan driven and community based;
- b) based on evidenced-based principles;
- c) outcome oriented;
- d) proactive in approach (not crisis driven); and
- e) culturally competent and gender specific.

**1.2 Eligibility:** The County agrees to provide youth specific, comprehensive wrap around services for youth who are eligible for Individualized services funds. Eligible youth are those youth who have been adjudicated delinquent; are in need of services that **cannot** be funded through any other source, public or private, in any other way and services are case plan driven; and are determined to:

- a) be at risk of commitment to the OYA; or
- b) be at risk of commitment to an OYA youth correctional facility; or
- c) be at risk of recommitment/revocation to an OYA youth correctional facility.

**1.3 Supervising Representatives:** The Supervising Representatives for purposes of this Agreement shall be:

**AGENCY:** Philip Cox, Assistant Director, Community Services  
(503) 373-7531  
530 Center Street NE, Suite 200, Salem, Oregon, 97301

**COUNTY:** Ted Smietana, Juvenile Department Director  
(503) 434-7512 x4466  
Courthouse/535 E. 5<sup>th</sup>, McMinnville, Oregon, 97128

Should a change in the Agency's or County's Supervising Representative become necessary, Agency or County will notify the other party of such change. Such change shall be effective without the necessity of executing a formal amendment to this Agreement.

**1.4 Services:** The County's juvenile department staff shall be responsible for providing services to youth offenders referred for services under this Agreement. All referrals shall be submitted and approved using the Individualized Services Referral form as identified in subsection 1.6 of this Exhibit A. The services provided under this Agreement must:

- a) be youth specific;
- b) provide direct support of the youth offender's specific case/reformation plan;
- c) be utilized only when no other funding sources exist, public or private, for which the youth offender could qualify;
- d) reflect a prudent expenditure of public funds and be within acceptable community norms;
- e) present no threat to public safety; and
- f) conform to the Agency's Individualized Services User Handbook. A copy of the Agency's Individualized Services User Handbook will be on file with the County and Agency.

**1.5 Process:** Individualized services expenditures must be approved in advance and in writing by a designee of the County and a designee of the Agency. The designee for both the County Juvenile Department and Agency shall be approved by the Agency's Supervising Representative of this Agreement.

**1.6 Individualized Services Referral Form:** Before any expenditures can be approved under this Agreement, the County, in consultation with the Agency, shall develop a form for each youth for whom Services are requested, titled "Individualized Services Referral" that shall be approved by the Agency Supervising Representative for authorization of services under this Agreement. The form shall include:

- a) a statement that services are being provided under the terms of this Agreement;
- b) youth offender's Juvenile Justice Information System (JJIS) number;
- c) name of the youth offender;
- d) youth offender's date of birth;
- e) basis of jurisdiction;
- f) the signature of the requestor;
- g) case/reformation plan domain and objective and how the requested service will aid in the accomplishment of that plan;
- h) a description of the services to be provided;
- i) the service provider selected;
- j) unit cost;
- k) number of units;
- l) the total dollar amount of the services being requested;
- m) beginning and ending dates for which the services are to be delivered; and
- n) the approval signatures from a designated representative of both the County and the Agency.

County shall keep the detailed Individualized Services Referral form on file with the County and available for Agency review for a period of 24 months after the end date of this Agreement.

**1.7 Goals/Objectives:** The goal of the expenditure of funds under this Agreement shall be to prevent the youth offender from further escalation into the Juvenile Justice System. Measurable progress toward these general goals shall be included in the synopsis as described in subsection 1.8 of this Exhibit A below. The goals for these funds include:

- a) reduce commitments and revocations of youth offenders who can safely be managed in the community;
- b) increase public safety by providing more appropriate services to youth offenders in the community;
- c) increase positive reformation and evidenced-based reduction of risk;
- d) decrease self-destructive behavior of youth offenders served;
- e) increase educational participation of youth offenders served;
- f) reduce the propensity of youth offenders to commit crimes;
- g) increase the skills of youth offenders to appropriately live in a community setting; and
- h) reduce the propensity of a youth offender to engage in antisocial behavior.

**1.8 Synopsis:** The County shall provide the Agency, on a monthly or quarterly basis, a synopsis of youth offenders who have been approved for the Individualized services funds during the previous month or quarter. The expenditure of Individualized service funds is directly related to the youth offender's case/reformation plan.

All of the information required in the synopsis is available in the youth offender's case/reformation plan. The synopsis shall include:

- a) the youth offender's JJIS number;
- b) the youth offender's status (OYA, Juvenile Department);
- c) the risk score from the Agency's adopted risk tool or the Oregon JCP Screen/Assessment instrument;
- d) the date(s) services were provided;
- e) the type of service authorized for the youth offender;
- f) the service provider;
- g) the total amount expended for the youth offender; and
- h) a brief description of what domain and objective from the youth offender's case/reformation plan were met.

The synopsis shall be detailed and in the following format:

JJIS Number	Youth Status	Risk Score	Date(s) of Service	Type of Service	Service Provider	Amount Expended	Domain	Objective	OYA Agreement Number
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All of the information required in the synopsis is available in the youth offender's case/reformation plan.

The County shall provide additional youth offender specific and service specific information upon request by the Agency. County shall send the synopsis monthly or quarterly attached to the invoice to the Oregon Youth Authority, Authorized Representative per Subsection 1.3 of this Exhibit A.

**1.9 Survey/Report:** The Agency is periodically required to report information on how the Individualized service funds are utilized. To meet this requirement the Agency may periodically request a report from the County that may include all or a portion of the information reported in the synopsis. The County shall provide this report upon the Agency's request.

**1.10 Verification of Service:** The County by submitting an invoice and synopsis for reimbursement is verifying that all services obtained for youth offenders under this Agreement have been provided as specified in the Individualized Services Referral form.

**1.11 Other Funding Source Limits:** Should a youth offender receiving services under this Agreement become eligible for services under any other private or public funding, then the services authorized by the Agreement for that specific youth offender shall be terminated and County shall not seek reimbursement for any future services so long as other funding exists.

**1.12 Equal Access:** The County agrees that there will be equal access to these funds for all adjudicated youths that have need for services under this Agreement. The County agrees that gender equity and diversity will be addressed appropriately and equitably.

**1.13 Female Offenders:** The Agency recognizes that female offender services continue to be more difficult to access; the use of Individualized services for female youth offenders will reflect services that offer specific and appropriate services for this population and employ service providers cognizant of female issues.

**1.14 Evidence-Based Programs:** County shall work with Agency to develop a process to ensure that programs and services funded under this Agreement are appropriate and workable and meet the guidelines of evidence-based programs and cost effectiveness as described under SB 267 (2003), ORS 182.515, as applicable. County shall work with Agency to develop a reporting process on County's evidence-based programs and services funded under this Agreement. County shall submit such reports to the Agency on County's evidence-based programs and services funded under this Agreement at such frequency as may be requested by Agency.

## 2. CONSIDERATION:

**2.1** As consideration for the services provided by the County under this Agreement, the Agency, subject to the provision of ORS 293.462 (payment of overdue account charges) and the terms and conditions of this Agreement, will pay to the County, by warrant(s) an amount not to exceed **\$19,432.00**.

2.2 The Agency reserves the right to deny payment for services provided that do not conform to the Agency's Individualized Services User Handbook, as may be revised from time to time.

2.3 Agency will reimburse County for all Allowable Costs that are authorized pursuant to this Agreement. "Allowable Costs" are defined as those costs which are reasonable and necessary for delivery of services under this Agreement, determined in accordance with 2 CFR Part 230 (Office of Management and Budget (OMB) Circular A 122) as revised from time to time.

2.4 It is agreed that any payment or reimbursement received by the County from a parent or guardian or any other personal entitlement received on behalf of any youth offender served under this Agreement shall be promptly remitted by the County to the Agency.

2.5 If the County allocates any indirect costs to this Agreement, the County shall make available to the Agency, upon request, a written cost allocation plan covering the handling and distribution of indirect costs. If all costs are direct costs to this Agreement, no cost allocation plan is required. In no event shall this subsection be construed to allow the County to require the Agency to pay any indirect costs allocated to this Agreement by County.

The County shall make available upon request by the Agency a monthly or quarterly detailed administrative financial report to support the actual monthly or quarterly administrative expenditures required under this Agreement.

2.6 The County agrees that the costs reimbursed by the Agency for services to youth offenders under this Agreement shall not exceed the costs for comparable services that are not covered by this Agreement.

2.7 The County will not impose or demand any fees from any person or agency (other than the Agency) for services provided and paid for under this Agreement, unless these fees have been approved in advance in writing by the Agency.

2.8 If, as a result of County's neglect or misconduct, the Agency terminates a youth offender's referral to the County under this Agreement, then the County shall no longer be entitled to reimbursement under this Agreement with respect to such youth offender after the date of such termination.

2.9 The County shall not use the funds provided hereunder to supplant money otherwise provided to the County Juvenile Department for services to delinquent youth.

### **3. PAYMENT:**

3.1 County shall submit monthly or quarterly invoices with an attached synopsis as identified in subsection 1.8 of this Exhibit A, for Work performed for review and approval by the Agency. The invoices shall describe the Work performed and the total amount for that month or quarter. The invoices shall be provided on a form provided by the Agency. Copies of the invoices and receipts shall be retained by County for 24 months after the end date of this Agreement and shall be made available for review by Agency as described in subsection 3.5 of this Exhibit A. The invoices shall be prepared on Agency's form of invoice which County shall submit to: Oregon Youth Authority, Supervising Representative outlined in subsection 1.3 of this Exhibit A in accordance with Agency's instructions provided by Agency to County. Payment of any amount under this Agreement shall not constitute approval of the Work. The Agency's obligation to pay an invoice is conditioned upon the County providing the Agency with the synopsis specified in subsection 1.8 of this Exhibit A for the month or quarter for which payment is sought.

3.2 County shall not submit invoices for, and Agency will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Agreement, the amendment must be fully effective before County performs services subject to the amendment. County shall notify Agency's Supervising Representative in writing thirty (30) calendar days before this Agreement expires of the upcoming expiration of the Agreement. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement, as it may be amended from time to time in accordance with its terms.

3.3 If payments to County by the Agency under this Agreement are made in error or are found by the Agency to be excessive under the terms of this Agreement, the Agency, after giving written notification to the County, may withhold payments due to County under this Agreement in such amounts, and over such periods of time, as are deemed necessary by the Agency to recover the amount of the overpayment. This subsection 3.3 shall survive expiration or earlier termination of this Agreement and be fully enforceable thereafter.

3.4 County must submit its final invoice to the Agency no later than sixty (60) days after the expiration date of this Agreement. The Agency shall be under no obligation to pay for services not billed within sixty (60) days after the expiration date of this Agreement.

3.5 The Agency reserves the right to periodically audit and review the actual expenses of the County for the following purposes:

- 1) To document the relation between the established payments under this Agreement and the amounts spent by the County.
- 2) To document that the amounts spent by the County are reasonable and necessary to assure quality service.
- 3) To assure that the County's expenses are allowable in accordance with 2 CFR Part 225 or 2 CFR Part 230 (Federal OMB Circulars A-87 or A-122, respectively) on Allowable Costs. In the event a periodic audit and review by the Agency shows that the County's expenses are not allowable under 2 CFR Part 225 or 2 CFR Part 230 (Federal OMB Circulars A-87 or A-122, respectively) on Allowable Costs in any material respect, Agency may terminate this Agreement.

3.6 In addition to any other rights accorded to the Agency under this Agreement, if the County fails to comply with the provisions of subsections 2.3, 2.4, 2.6, 2.7 and 3.5 above, the Agency may terminate this Agreement pursuant to Section 12 e.(ii)(D) and invoke the remedies available to it, exercise its rights under subsection 3.3 of this Exhibit A, or both. Nothing in this provision shall require County or Agency to act in violation of state or federal constitutions, statutes, regulations or rules. The rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies at law or in equity.

3.7 If the Oregon Legislative Assembly, Legislative Emergency Board or Oregon Department of Administrative Services increases or decreases the amount of money appropriated or allotted for implementation of the Services under this Agreement, OYA may, by written notice to County, unilaterally increase or decrease the amount of the funding in this Agreement. In such circumstances, if requested by either party, the parties shall execute an amendment to this Agreement reflecting an increase or decrease in the funding implemented under this Section. Nothing in this Section shall limit or restrict OYA's rights under this Agreement to suspend payment of funds or to terminate this Agreement as a result of a reduction in appropriations or allotments. Notwithstanding the order of precedence listed in Section 4 of this Agreement, this Subsection 3.7 of this Exhibit A takes precedence over all other provisions of this Agreement including all Exhibits.

#### **4. AMENDMENT:**

This Agreement may be amended one or more times by mutual agreement of the parties for time, money, terms, conditions, services, or any combination of the preceding. Any such amendment is not effective until approved by all parties and all necessary legal approvals have been obtained from the Department of Justice.

#### **5. CONFLICT OF INTEREST**

County shall notify Agency in writing when a current employee or newly hired employee is also an employee of the Agency. The notification shall be submitted to the Contract Administrator and the OYA Contracts unit and shall include the name of the employee and their job description. The Agency will review the employment situation for actual and potential conflicts of interest as identified under ORS Chapter 244.

#### **6. EMERGENCY SUSPENSION/TERMINATION BY AGENCY**

The parties understand and agree that under any of the following circumstances, without limitation, the Agency may remove or suspend a youth offender from services with the County immediately:

- i. An allegation of child abuse/neglect or other conditions causing the Agency to determine that the youth offender's health, safety or welfare may be endangered; and
- ii. An allegation of misconduct of County, County's employee or subcontractor causing the Agency to determine that the youth offender's health, safety or welfare may be endangered.

If as a result of County's alleged child abuse/neglect or misconduct, Agency suspends or terminates a youth offender's services with County in accordance with this Agreement, the County shall not be entitled to any compensation under this Agreement with respect to such youth from and after the date of such suspension or termination.

## **7. CRIMINAL HISTORY RECORDS CHECK**

County shall ensure that, before any person provides services under this Agreement, the person has passed a criminal history check based on Agency's criminal history records check standards as set forth in OAR 416-800-0000 to 416-800-0095.

Any person that has not yet passed a criminal history check must be supervised by a person who has passed such a test and does meet such standards, when having direct contact with Agency youth offenders under this Agreement.

**EXHIBIT B  
SUBCONTRACTOR REQUIREMENTS**

**1. Indemnification by Subcontractors**

County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

**2. Subcontractor Insurance Requirements**

**A. GENERAL.**

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 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 Agency. 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 contract. It does not include a subcontractor with which the contractor enters into a contract.

**B. TYPES AND AMOUNTS.**

i. **WORKERS COMPENSATION.** Insurance 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). Employers Liability insurance with coverage limits of not less than \$500,000 must be included.

ii. **PROFESSIONAL LIABILITY**

Required by Agency     Not required by Agency.

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 the Agency:

\$4,000,000 [for contracts ending on or before July 1, 2013. For contracts ending after that date, Agency to contact DAS Risk Management for the appropriate amount] per occurrence (for all claimants for claims arising out of a single accident or occurrence).

OR

The amount per occurrence (for all claimants for claims arising out of a single accident or occurrence) according to the type of service for which County is subcontracting and at the amount shown on the published OYA Insurance Requirements for Contractors. The Insurance Requirements document is available at <http://www.oregon.gov/OYA/contracts.shtml>.

iii. COMMERCIAL GENERAL LIABILITY.

Required by Agency  Not required by Agency.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the Agency. 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 the Agency:

Bodily Injury, Death and Property Damage:

\$4,000,000 [for contracts ending on or before July 1, 2013. For contracts ending after that date, Agency to contact DAS Risk Management for the appropriate amount] per occurrence (for all claimants for claims arising out of a single accident or occurrence).

OR

The amount per occurrence (for all claimants for claims arising out of a single accident or occurrence) according to the type of service for which County is subcontracting and at the amount shown on the published OYA Insurance Requirements for Contractors. The Insurance Requirements document is available at <http://www.oregon.gov/OYA/contracts.shtml>.

iv. AUTOMOBILE LIABILITY INSURANCE.

Required by Agency  Not required by Agency.

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 the Agency:

Bodily Injury, Death and Property Damage:

\$4,000,000 [for contracts ending on or before July 1, 2013. For contracts ending after that date, Agency to contact DAS Risk Management for the appropriate amount] per occurrence (for all claimants for claims arising out of a single accident or occurrence).

OR

The amount per occurrence (for all claimants for claims arising out of a single accident or occurrence) according to the type of service for which County is subcontracting and at the amount shown on the published OYA Insurance Requirements for Contractors. The Insurance Requirements document is available at <http://www.oregon.gov/OYA/contracts.shtml>.

- C. ADDITIONAL INSURED. If the total amount payable under the Subcontract is greater than \$15,000.00, 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.
- D. "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 Agency may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If Agency approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
- E. 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).
- F. 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.



# Oregon

Kate Brown, Governor

## Oregon Youth Authority Budget & Contracts Office

530 Center Street NE, Suite 200  
Salem, Oregon 97301  
Voice: (503) 373-7371  
Fax: (503) 373-7921  
www.oregon.gov/OYA



### Document Return Statement

June 17, 2015

Re: Document # 13224 hereafter referred to as "Contract."

Please complete the following statement and return it along with the following documents:

- Completed signature page(s)

**Important:** If you have any questions or concerns with the above referenced Contract, please contact Senior Contract Specialist, Laura Hince at (503) 373-7333.

I Allen Springer, Chair, Board of Commissioners  
(Name) (Title)

received a copy of the above referenced Contract, consisting of **18** pages between the State of Oregon, acting by and through its Oregon Youth Authority and **YAMHILL COUNTY** by email from Brandi Potterf on June 17, 2015.

On July 2, 2015, I signed the printed form of the electronically transmitted Contract without change.

Allen Springer 7-2-15  
(Authorizing Signature) (Date)

Accepted by Yamhill County  
Board of Commissioners on

7-2-15 by Board Order  
# 15-214

Contract # 13224 Yamhill County (Individualized Services)

LH