

15 NOV 25 P1:39

Lucy Flores Mendez

From: Silas Halloran-Steiner
Sent: Thursday, October 29, 2015 10:31 AM
To: Mary Starrett; Laura Tschabold
Cc: Lucy Flores Mendez; Emily Piper; Terry Malay; Margaret Jarmer
Subject: Board Consideration: Agreement 146894-1
Attachments: 146894-1 exe.pdf

Hi Mary and Laura,

I am requesting the Board ratify the attached amendment to our agreement with the State of Oregon Vocational Rehabilitation (VR) which I signed on September 28, 2015. The amendment adds \$25,186 and extends the Early Assessment and Support Alliance (EASA) Project Accelerated Career Counseling and Support Services (ACCESS) program funding through September 30, 2016. This funding is included in our Health and Human Services 2015-2016 Adopted budget; the new maximum not to exceed amount of the agreement is \$50,372.

This program is targeted for young people ages 15-30 in Yamhill County with early psychosis to provide career counseling and support services. The program is hugely successful with keeping young people successful with their school and work goals thereby avoiding a life of dependency on the public system of care.

I recommend the Board ratify this amendment. Please let me know if you have any questions.

Lucy, please place this on the next Board Agenda for ratification. Suggested Board Agenda language:

Ratify an amendment which adds \$25,186 to the agreement between Yamhill County Health and Human Services and State of Oregon Vocational Rehabilitation and extends the agreement through September 30, 2016."

Thanks,

Silas Halloran-Steiner
Director, Yamhill County Health and Human Services Department
Phone: (503) 434-7523
Cell: (503) 435-7572
Fax: (503) 434-9846
627 NE Evans
McMinnville, OR 97128

Our Vision: People in Yamhill County live, work, learn, and play in safe communities that support wellness and dignity.

Our Mission: To promote the public's physical, emotional and social well-being through services, prevention, education, and partnerships.

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Accepted by Yamhill County
Board of Commissioners on
11.5.15 by Board Order
15-447



Agreement Number 146894

AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This is amendment number 1 to Agreement Number 146894 between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

Yamhill County
535 NE 5th Street
McMinnville, OR 97128
Telephone: 503-434-7523
Facsimile: 503-434-9846
Email: halloras@co.yamhill.or.us

hereinafter referred to as "County."

1. Upon signature by all applicable parties, this Amendment shall be effective on the later of (a) October 1, 2015 or (b) when required, the date this Amendment has been approved by the Department of Justice, regardless of the date the Amendment is actually signed by all other parties.
2. The Agreement is hereby amended as follows:
 - a. Section 1 **Effective Date and Duration** to change the current expiration date of the Agreement from "September 30, 2015" to a new expiration date of "September 30, 2016."
 - b. Section 3.a. **Consideration** to change the maximum not-to-exceed compensation from "\$25,186.00" to "\$50,372.00."
 - c. EXHIBIT A, Part 1 "Statement of Work," Section 4, "Benchmarks" only, as follows. New language is underlined and bold:

4. Benchmarks:

Annual Benchmarks for the period October 1, 2014 through September 30, 2015 <u>and for the period October 1, 2015 through September 30, 2016</u>	
Individuals continuing in the Program from the previous year	9
New individuals engaged in Project ACCESS	4
Total served for the period October 1 [-2014] through September 30 [-2015] <u>each year</u>	13
Number referred to DHS Vocational Rehabilitation	9
Number on Individual Plans for Employment (IPE)	5
Number in school or working during year	8

d. EXHIBIT A, Part 1 "Statement of Work," Section 6. "Reports," sub-section a. only, as follows. Language to be deleted is ~~[bracketed and struck through]~~; new language is underlined and bold:

6. Reports:

- a. County shall prepare and submit written quarterly program progress reports, due for the period October 1, 2014 through September 30, 2015 by January 15, 2015, April 15, 2015, July 15, 2015 and October 15, 2015, and due for the period October 1, 2015 through September 30, 2016 by January 15, 2016, April 15, 2016, July 15, 2016 and October 15, 2016. Reports must be accompanied by ~~an~~ County's written invoice for the subject quarter and include the following information:
- (1) Description of services provided to each Client
 - (2) Progress on completion of activities and description of any outcomes
 - (3) Target numbers for each benchmark and actual numbers achieved

e. EXHIBIT A, Part 2 "Payment and Financial Reporting," Section 1. "Payment Provisions," sub-section b., Paragraph (4) only, as follows. New language is underlined and bold:

- (4) Include a copy of the monthly report and any required attachments. Invoice for the final month's payment, which is due by October 15, 2015 for the period October 1, 2014 through September 30, 2015, and which is due by October 15, 2016 for the period October 1, 2015 through September 30, 2016, shall include a copy of the final report. Final invoices must be submitted within 90 days of termination or expiration of this Agreement.

- f. 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. **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/t11sdn.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 DHS is true and accurate. If this information changes, County is also required to provide DHS 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.** Yamhill County shall provide current information as required below. This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

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

Street address: 535 NE 5th Street

City, state, zip code: McMinnville, OR

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

Telephone: (503) 434-7523 Facsimile: (503) 434-9846

Federal Employer Identification Number: 93-6002318

Proof of Insurance:

Workers' Compensation Insurance Company: CIS - City County Insurance

Policy #: 15WYAMC Expiration Date: July 1, 2016

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

5. Signatures.

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

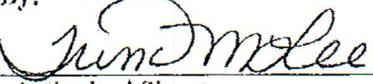
Yamhill County

By:

	<i>HHS PROGRAM</i>	<i>9/28/15</i>
Authorized Signature	Title	Date

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

By:

	VR Director	<i>9-29-15</i>
Authorized Signature	Title	Date

Approved for Legal Sufficiency:

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

Office of Contracts and Procurement:

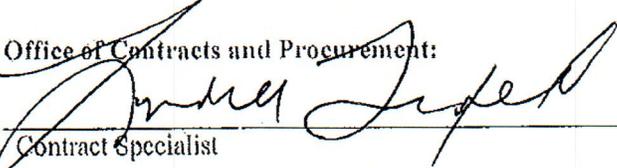
	<i>10-9-15</i>
Contract Specialist	Date

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 DHS. 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). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance.

2. **Professional Liability:**

Required by DHS Not required by DHS.

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 DHS:

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2016: ... \$3,000,000.

From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

Per occurrence limit for multiple claimants:

From commencement of the Agreement term through June 30, 2016: ... \$5,000,000.

From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

3. **Commercial General Liability:**

Required by DHS Not required by DHS.

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

Bodily Injury/Death:

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2016: ...\$3,000,000.

From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

Per occurrence limit for multiple claimants:

From commencement of the Agreement term through June 30, 2016: ..\$5,000,000.

From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

AND

Property Damage:

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2016: ...\$200,000.

From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

Per occurrence limit for multiple claimants:

From commencement of the Agreement term through June 30, 2016: ...\$600,000.

From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

4. **Automobile Liability:**

Required by DHS Not required by DHS.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles.

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 DHS may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If DHS 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.