



Grant Agreement Number 160124

**REINSTATEMENT AMENDMENT TO
STATE OF OREGON
GRANT 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 Reinstatement and Amendment of Grant made and entered into as of the date of the last signature below by and between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "OHA" and

**Yamhill County Health and Human Services
627 E Evens St.
McMinnville, Or 97128
Attention: Lindsey Manfrim
Telephone: 503-434-7523
E-mail address: manfrinl@co.yamhill.or.us**

hereinafter referred to as "**Recipient.**"

RECITALS

WHEREAS, OHA and Recipient entered into that certain Grant number **160124** effective on June 7, 2019 incorporated herein by this reference (the Grant);

WHEREAS, OHA and Recipient intended to amend the Grant to extend its effectiveness through September 29, 2021.

WHEREAS, the proposed amendment number **1** to extend the effectiveness of the Grant and otherwise modify it was not executed by the parties prior to the Grants expiration date;

WHEREAS, the Grant expired on October 1, 2020 in accordance with its terms; and

WHEREAS, OHA and Recipient desire to reinstate the Grant in its entirety as of October 1, 2020, and to amend the Grant (once reinstated) to extend its effectiveness through September 29, 2021, as set forth herein.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to the following:

B.O. 20-384

AMENDMENT

1. **Reinstatement.** OHA and Recipient hereby reinstate the Grant in its entirety as of **September 30, 2020** and agree that the Grant was and is in full force and effect from its effective date through the date of this Reinstatement and Amendment. OHA and Recipient further agree that, upon the amendment of **Section 1. "Effective Date and Duration"** of the Grant pursuant to Paragraph 2 below, the Grant was, is and will be in full force and effect from the effective date through the expiration date set forth in **Section 1. "Effective Date and Duration"**, as amended, subject to the termination provisions otherwise set forth in the Grant.
2. **Amendment.** OHA and Recipient hereby amend the Grant as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

- a. **Section 1. "Effective Date and Duration" only** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice or on May 1, 2019, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on ~~September 30, 2020~~ **September 29, 2021**. Agreement termination shall not extinguish or prejudice OHA's right to enforce this Agreement with respect to any default by Recipient that has not been cured.

- b. **Section 5. "Recipient Data" is amended to add the requirement of Commercial General Liability insurance.**

- c. For services provided on and after the effective date of this amendment, "Exhibit C is hereby superseded and restated in its entirety, as set forth in "Exhibit C", attached hereto and incorporated herein by this reference."

3. Except as expressly amended above, all other terms and conditions of the initial Grant and any previous amendments are still in full force and effect. Recipient certifies that the representations, warranties and certifications contained in the initial Grant are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.

4. **Certification.** Without limiting the generality of the foregoing, by signature on this Grant, the undersigned hereby certifies under penalty of perjury that:

- a. Recipient is in compliance with all insurance requirements in Exhibit C of the original Grant and, notwithstanding any provision to the contrary, Recipient shall deliver to the OHA Agreement Administrator (see page 2 of this Reinstatement document) the required Certificate(s) of Insurance for any extension of the insurance coverage required by Exhibit C of the original Grant, within 30 days of execution of this Agreement Amendment. By certifying compliance with all insurance as required by this Grant, Recipient acknowledges it may be found in breach of the Grant for failure to obtain required insurance. Recipient may also

be in breach of the Grant for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Grant;

b. Recipient 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 Recipient and that pertains to this Grant or to the project for which the Grant work is being performed. Recipient 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. Recipient further acknowledges that in addition to the remedies under this Grant, 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 Recipient;

c. The undersigned is authorized to act on behalf Recipient and represents and warrants that Recipient has complied with the tax laws of the State of Oregon and the applicable tax laws of any political subdivision of Oregon. Recipient shall, throughout the duration of this Grant and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of Oregon. For the purposes of this Section, “tax laws” includes: (i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of Oregon that applied to Recipient, to Recipient’s property, operations, receipts, or income, or to Recipient’s performance of or compensation for any work performed by Recipient; (iii) Any tax provisions imposed by a political subdivision of Oregon that applied to Recipient, or to goods, services, or property, whether tangible or intangible, provided by Recipient; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Recipient acknowledges that the Oregon Department of Administrative Services will report this Grant to the Oregon Department of Revenue. The Oregon Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing the Recipient’s compensation under this Grant or (ii) exercising a right of setoff against Recipient’s compensation under this Grant for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Oregon Department of Revenue collects debts;

d. The information shown in “Recipient Data and Certification”, of original Grant as amended, is Recipient’s true, accurate and correct information;

e. To the best of the undersigned’s knowledge, Recipient 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 subgrants or subcontracts;

f. Recipient and Recipient’s employees and agents are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:

<https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;

- g. Recipient is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>;
- h. Recipient is not subject to backup withholding because:

 - (1) Recipient is exempt from backup withholding;
 - (2) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (3) The IRS has notified Recipient that Recipient is no longer subject to backup withholding; and
- i. Recipient hereby certifies that the FEIN or SSN provided to OHA is true and accurate. If this information changes, Recipient is also required to provide OHA with the new FEIN or SSN within 10 days.

5. **Recipient Data.** This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

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

Street address: 535 NE Fifth Street

City, state, zip code: McMinnville, OR 97128

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

Telephone: (503) 474-4911 Facsimile: (503) 434-7553

Is Recipient a nonresident alien, as defined in 26 U.S.C. § 7701(b)(1)?

(Check one box): YES NO

Business Designation: (Check one box):

- | | | |
|--|--|--|
| <input type="checkbox"/> Professional Corporation | <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership | <input checked="" type="checkbox"/> Other |

Recipient Proof of Insurance: Recipient shall provide the following information upon submission of the signed Grant Amendment. All insurance listed herein and required by Exhibit C of the original Grant, must be in effect for the term of the Recipient.

If Recipient is self-insured for any of the Insurance Requirements specified in Exhibit C of this Grant, Recipient may so indicate by: (i) writing "Self-Insured" on the appropriate line(s); and (ii) submitting a certificate of insurance as required in Exhibit C.

Commercial General Liability Insurance Company: CIS

Policy #: 19LYAMC Expiration Date: 7/1/2021

Workers' Compensation: Does Recipient have any subject workers, as defined in ORS 656.027? (Check one box): YES NO *If YES, provide the following information:*

Workers' Compensation Insurance Company: SAIF

Policy #: 871736 Expiration Date: 7/1/2021

6. Signatures.

By: Yamhill County Health and Human Services

Casey Kulla
Authorized Signature

Casey Kulla
Printed Name

Chair, Board of Commissioners
Title

10/29/2020
Date

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

By:

DocuSigned by:
Mick Mitchell
Authorized Signature

Mick Mitchell
Printed Name

Director of Business Operations
Title

11/4/2020
Date

Approved for Legal Sufficiency:

Exempt per OAR 137-045-0050(2)
Department of Justice

10/13/2020
Date

DocuSigned by:
Margie Stanton
Authorized Signature

Enter name of any other required Signatures (Optional):
Margie Stanton
Printed Name

HSD Director
Title

11/4/2020
Date

Accepted by Yamhill County
Board of Commissioners on
10/29/2020 by Board Order
20-384

**EXHIBIT C
INSURANCE REQUIREMENTS**

Grantee shall obtain at Grantee's expense the insurance specified in this section prior to performing under this Grant Agreement and shall maintain it in full force and at its own expense throughout the duration of this Grant Agreement, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Grantee shall obtain the following insurance from 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. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Grantee shall pay for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee shall require and ensure that each of its subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Grantee is an employer subject to any other state's workers' compensation law, Grantee shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

Required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant Agreement, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE:

Required **Not required**

PROFESSIONAL LIABILITY:

Required **Not required**

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Grant Agreement must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee's activities to be performed under this Grant Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

Grantee shall waive rights of subrogation which Grantee or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee's insurer(s).

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Grantee 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 this Grant Agreement, for a minimum of 24 months following the later of (i) Grantee's completion and Agency's acceptance of all Services required under this Grant Agreement, or, (ii) Agency or Grantee termination of this Grant Agreement, or, (iii) The expiration of all warranty periods provided under this Grant Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Grantee shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Grant Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant Agreement.

NOTICE OF CHANGE OR CANCELLATION:

The Grantee or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Grantee agrees to periodic review of insurance requirements by Agency under this agreement and to provide updated requirements as mutually agreed upon by Grantee and Agency.

STATE ACCEPTANCE:

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Section.