



**Agreement Number 169589**

**AMENDMENT TO  
STATE OF OREGON  
INTERGOVERNMENTAL AGREEMENT**

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This is amendment number **02** to Agreement Number **169589** between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as “ODHS,” and

**Yamhill County**  
**Acting by and through its Health and Human Services**  
**627 NE Evans Street**  
**McMinnville, OR 97128**  
**Contact: Lindsey Manfrin**  
**Telephone: 503-434-7523**  
**E-mail address: [ManfrinL@co.yamhill.or.us](mailto:ManfrinL@co.yamhill.or.us)**

hereinafter referred to as “County.”

1. This amendment shall become effective on the last date all required signatures in Section 7., below have been obtained.
2. The Agreement is hereby amended as follows:
  - a. **For services provided on and after the effective date of this amendment, Exhibit A, Part 1, “Statement of Work”, Section 8. “Client Transportation”.** only is hereby superseded and restated in its entirety with the following:
    8. **Transportation Services.** County shall provide Client transportation services in order to facilitate Client’s participation in TTRS services. ODHS prefers that all transportation services be provided using County’s vehicles; however County may provide these services through its employees’ personal vehicles if the employee’s vehicle meets the standard requirements found in Subsection e. below.
      - a. **Policies and Procedures.** County shall create and adhere to written policies and procedures that describes the County’s practices for ensuring the safety of all involved during the provision of transportation services. County’s policies and procedures shall address all requirements of this Section 8.,

“Transportation Services.”. County shall make such policies and procedures available to the ODHS Agreement Administrator or delegate upon request.

- b. Driving Record Evaluation and Risk Assessment.** County’s policies and procedures must include a process for conducting a driving record evaluation and risk assessment (“Assessment”) for each individual who will be performing the duties of a driver in providing transportation services under this Agreement. The County’s Assessment process must include (1) the requirement that the Assessment must be conducted before the individual begins performing the duties of a driver, and (2) verification of each individual’s current and valid driver’s license confirmed through a review of a current personal driving record from the Department of Motor Vehicles in all states in which the driver has held a license in the past three years. County shall conduct an Assessment for each individual who will be performing the duties of a driver pursuant to County’s policies and procedures. County shall keep a copy of the completed Assessment in the driver’s personnel file and make available to ODHS upon request.
- c. Verification.** Prior to performing transportation services, County shall provide the ODHS Agreement Administrator a completed “County Staff Roster”, or other written document as approved by the ODHS Agreement Administrator, verifying that each individual who will be performing the duties of a driver has been determined to be suitable to perform transportation services per the County’s driving record evaluation and risk assessment process and procedure.
- d. Transportation Standards.**

  - (1) County shall ensure that each individual performing the duties of driver as part of providing transportation services under this Agreement follows all applicable traffic laws at all times when operating a vehicle.
  - (2) County shall ensure that each individual performing transportation services, whether the individual is performing the duties of driver or not:

    - (a) Receives a copy of County’s policies and procedures that addresses all requirements of this Section 8., “Transportation Services.”;
    - (b) Does not carry on their person, nor shall the vehicle transport, guns, knives, or weapons of any type, or any potentially hazardous material while providing transportation services;

- (c) Carry a fully charged and operational cellular telephone while providing transportation services and shall follow all applicable laws regarding use of telephonic devices while driving pursuant to ORS 811.507;
- (d) Does not smoke, vape, or use any tobacco products while providing transportation services;
- (e) Requires all occupants properly use seat belts in accordance with Oregon law. This includes child safety systems pursuant to ORS 811.210; and
- (f) Immediately notifies County if involved in an accident, receives a traffic citation, or is convicted of a traffic violation at any time.

(3) **Violations.**

- (a) County’s policies and procedures must include a process for addressing concerns if there is reason to believe an individual providing transportation services under this Agreement has violated any of the transportation standards listed in Subsections (1) or (2) of this Section 8., “Transportation Services.”;
- (b) If County discovers that an individual who performs the function of driver under this Agreement has been convicted of any new traffic violations, County shall immediately remove the individual from performing the function of driver under this Agreement until the County has conducted a new driving record evaluation and risk assessment pursuant to the County’s policies and procedures; and
- (c) If there is credible reason to believe that a new conviction or condition may be found during a criminal history check of an individual providing transportation services, whether performing the function of driver or not, County shall initiate a new background check pursuant to OAR 407-007-0220.

e. **Vehicle Standards.** County shall ensure each vehicle being used for transportation services under this Agreement meets the following standards:

- (1) Vehicle is properly registered;
- (2) Vehicle is maintained in a safe operating condition;
- (3) Vehicle has an uncluttered passenger compartment;

- (4) Vehicle is covered by an insurance policy that is in full force and effect as required in Exhibit C, “Insurance Requirements”;
- (5) Vehicle is equipped with a first aid kit;
- (6) Vehicle contains vehicle manufactured seats and seat belts that are properly installed and maintained; and
- (7) Vehicle has an appropriate and properly installed child safety seat if transporting children who are required to be in one based on the child’s age, weight, and height pursuant to ORS 811.210.

**b. For services provided on and after the effective date of this amendment, Exhibit A, Part 3, “Special Provisions”, Section 4. only is hereby superseded and restated in its entirety with the following:**

**4. Background Checks.**

- a.** County shall ensure that all employees, volunteers, subcontractors, owners, managers, and board members who perform services under this Agreement or have access to ODHS-referred clients, client information, or client funds are approved by ODHS’ Background Check Unit in accordance with Oregon Administrative Rules (OAR) 407-007-0200 through 407-007-0370.
- b.** In addition to potentially disqualifying conditions under OAR 407-007-0290, all employees, volunteers, subcontractors, owners, managers, and board members who perform services under this Agreement, or who have access to ODHS-referred clients, client information, or client funds are subject to OAR 407-007-0290(11)(c).
- c.** An employee, volunteer, subcontractors, owner, manager, or board member who performs services under this Agreement or has access to ODHS-referred clients, client information, or client funds may be hired or placed on a preliminary basis, in accordance with the requirements and limits described in OAR 407-007-0315, prior to final approval by ODHS’ Background Check Unit. An employee, volunteer, subcontractors, owner, manager, or board member who performs services under this Agreement or has access to ODHS-referred clients, client information, or client funds hired or placed on a preliminary basis shall not have unsupervised access to ODHS-referred clients, client information, or client funds and shall only participate in the limited activities described in OAR 407-007-0315.
- d.** Any current employee, volunteer, subcontractors, owner, manager, or board member of the County who changes positions with the County and will perform services under this Agreement or have access to ODHS-referred clients, client information, or client funds

must have a new background check initiated through ODHS' Background Check Unit before the individual begins the new position, regardless of whether the individual had a previous criminal background check approval. Current employees, volunteers, subcontractors, owners, managers, and board members who change positions with the County and will perform services under this Agreement or have access to ODHS-referred clients, client information, or client funds must adhere to preliminary hire rules described in OAR 407-007-0315.

- e. There are only two possible fitness determination outcomes of a background check: approval or denial. If the employee, volunteer, subcontractors, owner, manager, or board member is denied, the individual may not have contact with ODHS clients, or access to client information or client funds. Employees, volunteers, subcontractors, owners, managers, or board members who are denied do have the right to contest the denial. The process for contesting a denial is described in OAR 407-007-0330.
  - f. For purposes of compliance with OAR 407-007-0200 through 407-007-0370, County is a "Qualified Entity", as that term is defined in OAR 407-007-0210, and must comply with all the provisions pertaining to Qualified Entities contained in OAR 407-007-0200 through 407-007-0370.
  - g. County shall establish a personal personnel file and place each criminal records check in named file for possibility of future ODHS review and shall be maintained pursuant to Exhibit B, "Standard Terms and Conditions", Section 14, "Records, Maintenance, Access."
  - h. Regardless of whether or not any employee, subcontractors, owner, manager, or board member of County has access to ODHS-referred clients, client information, or client funds, if County discovers the individual is 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>, or is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" currently found at: <https://www.sam.gov/SAM> County shall notify the ODHS Agreement Administrator via e-mail within one business day of such discovery.
3. 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. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement amendment, the undersigned hereby certifies under penalty of perjury that:
- a. 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) County and that pertains to this Agreement or to the project for which the Agreement work is being performed. 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. The Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against County, in addition to any remedies that may be available to ODHS under the Agreement;
  - b. The information shown in Section 5.a. “County Information” of the original Agreement, as amended is County’s true, accurate and correct information;
  - c. 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;
  - d. County and County’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>;
  - e. County 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/SAM>;
  - f. County is not subject to backup withholding because:
    - (1) County is exempt from backup withholding;
    - (2) 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
    - (3) The IRS has notified County that County is no longer subject to backup withholding.
  - g. County’s Federal Employer Identification Number (FEIN) provided to ODHS is true and accurate. If this information changes, County shall provide ODHS with the new FEIN within 10 days.

5. **County Information.** This information is requested pursuant to ORS 305.385.

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:**

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

Street address: 535 E 5th Street

City, state, zip code: McMinnville, OR 97128

Email address: Morenom@yamhillcounty.gov

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

**Proof of Insurance.** County shall provide the following information upon submission of the signed Agreement amendment. All insurance listed herein must be in effect prior to amendment execution.

Workers' Compensation Insurance Company: SAIF

Policy #: 871736 Expiration Date: 7/1/2025

**Remainder of page left blank intentionally.**

6. Signatures

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

**Yamhill County Acting by and through its Health and Human Services**

By: Signed by:

*Kit Johnston*

Kit Johnston

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Authorized Signature

Printed Name

Chair, Board of Commissioners

1/31/2025

Title

Date

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

By:

*Katie Darby Smits*

Katie Darby-Smiths

Authorized Signature

Printed Name

CW Contracts Team Manager

2/7/2025

Title

Date

**Approved for Legal Sufficiency:**

Exempt per OAR 137-045-0050(2)

Oregon Department of Justice

Date

**Approved by the BOC on: 1/30/2025**

**via Board Order No.: 25-033**