



Contract Number 155435

**AMENDMENT TO  
STATE OF OREGON  
PERSONAL/PROFESSIONAL SERVICES CONTRACT**

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This is amendment number **01** to Contract Number **155435** between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as “DHS” and

**Father Flanagan’s Boys’ Home  
13603 Flanagan Blvd.  
BoysTown, NE 68010  
Telephone: 402-498-3343  
E-mail address: [mona.way@boystown.org](mailto:mona.way@boystown.org)**

hereinafter referred to as “Contractor.”

1. This amendment shall become effective on the date this amendment has been fully executed by every party and, when required, approved by Department of Administrative Services and Department of Justice.
2. The Contract is hereby amended as follows:
  - a. **Section 1., “Effective Date and Duration.”** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

1. **Effective Date and Duration.**

Upon signature by all applicable parties, this Contract shall be effective on the later of: (i) July 1, 2017 or, (ii) when required, the date this Contract is approved by Department of Justice, regardless of the date it is actually signed by all other parties per the authority under OAR 125-247-0288. Unless extended or terminated earlier in accordance with its terms, this Contract shall expire on ~~June 30, 2018~~ **June 30, 2019**. Contract termination shall not extinguish or prejudice DHS' right to enforce this Contract with respect to any default by Contractor that has not been cured.

- b. **Section 3., "Consideration.", Subsection a., only** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
- a. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is ~~\$21,000.00~~ **\$53,760.00**. DHS will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work, and will not pay for Work performed before the date this Contract becomes effective or after the termination or expiration of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.
- c. **For services provided July 1, 2018 and after: Exhibit A, Part 1, "Statement of Work", Section 1.** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
1. **One-on-One Services -- Target FOCUS**
- a. **Service Release Authorization.** Services will be authorized through the use of a Services Release Authorization Release (See Exhibit E). Contractor shall provide these services only as needed, shall invoice only as used, and shall not exceed the maximum not-to-exceed amount specified in this Contract. Authorization for each service will come from the Target Program Coordinator or Designee.
- b. **Contractor Shall provide One-on-One Services as follows:**  
Monitor the safety and well-being of the child to assure child safety, Contractor shall make the following contact listed below, and document contact in required Progress Reports:
- (1) Have face-to-face contact with the child a minimum of every 30 days for up to three hours on the first visit and up to two hours on subsequent visits;
- (2) Monitor, assess and report on the child's safety and well-being at each visit within the 30-day period. Contractor must complete all of the following activities:
- (a) Have a conversation with the child;
- (b) Assess the child's progress in and adjustment to the program;
- (c) Notify a DHS supervisor when he or she determines that the ongoing safety plan or the living environment is insufficient to ensure the safety of the child to determine if a protective action plan is necessary to ensure safety; and

(d) Notify the Well Being Program when the well-being needs of the child are not being met by a provider.

(3) Document the face-to-face contact, including:

(4) Travel time for Contractor staff to drive to the placement will be included in the one-on-one services hours, up to two hours per month.

d. **Exhibit A, Part 2, "Payment and Financial Reporting", Section 1.** only to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

1. **Payment Provisions.**

As consideration for the services provided by the Contractor during the period specified **Section 1, "Effective Date and Duration"**, DHS will pay to the Contractor, a maximum not-to-exceed amount as specified in **Section 3, "Consideration"**, to be paid as follows:

**For services provided July 1, 2017 through June 30, 2018:**

Service Category and Type	Unit	Rate	# of Units
Target Program Services			
One-on-One Services – Target	One Hour	\$70.00	300

**For services provided July 1, 2017 and after:**

<u>Service Category and Type</u>	<u>Unit</u>	<u>Rate</u>	<u># of Units</u>
<b><u>Target Program Services</u></b>			
<b><u>One-on-One Services – FOCUS</u></b>	<b><u>One Hour</u></b>	<b><u>\$70.00</u></b>	<b><u>468</u></b>

e. **Exhibit B, "Standard Terms and Conditions", Section 10., "Default; Remedies; Termination."**, Subsection a. only to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

a. **Default by Contractor.** Contractor shall be in default under this Contract if:

(1) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or

(2) Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under the Contract and Contractor has not obtained such license or certificate within 14 calendar days after DHS' notice or such longer period as DHS may specify in such notice; or

(3) Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after DHS' notice, or such longer period as DHS may specify in such notice; ~~or~~

(4) Contractor failed to comply with the tax laws of this state or a political subdivision of this state before the Contractor executed this Contract or fails to comply with the tax laws of this state or a political subdivision of this state during the term of this Contract.

f. **Exhibit B, "Standard Terms and Conditions", Section 21., "Notice" DHS address only to read as follows: language to be deleted or replaced is ~~struck through~~; new language is underlined and bold.**

**DHS:** Office of Contracts & Procurement  
~~250 Winter Street, Room 309~~ 635 Capitol Street NE, Suite 350  
Salem, OR 97301  
Telephone: 503-945-5818  
Facsimile: 503-378-4324

3. Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to Contractor and the Contract. DHS' performance under the Contract is conditioned upon Contractor's compliance with the obligations of contractors under ORS 279B.220, 279B.230 and 279B.235, which are incorporated by reference herein.
4. Except as expressly amended above, all other terms and conditions of the initial Contract and any previous amendments are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the initial Contract 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.
5. **Certification.** Without limiting the generality of the foregoing, by signature on this Contract Amendment, the undersigned hereby certifies under penalty of perjury that:
  - a. Contractor is in compliance with all insurance requirements in Exhibit C of the original Contract and notwithstanding any provision to the contrary, Contractor shall deliver to the DHS Contract Administrator (see page 1 of the original Contract) the required Certificate(s) of Insurance for any extension of the insurance coverage required by Exhibit C of the original Contract, within 30 days of execution of this Contract Amendment. By certifying compliance with all insurance as required by this Contract, Contractor acknowledges it may be found in breach of the Contract for failure to obtain required insurance. Contractor may also be in breach of the Contract for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Contract;

- b. Contractor 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 Contractor and that pertains to this Contract or to the project for which the Contract work is being performed. Contractor 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. Contractor further acknowledges that in addition to the remedies under this Contract, 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 Contractor;
- c. The undersigned is authorized to act on behalf of Contractor and represents and warrants that Contractor has complied with the tax laws of the State of Oregon and the applicable tax laws of any political subdivision of Oregon. Contractor shall, throughout the duration of this Contract and any extensions, comply with all tax laws of Oregon 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 Oregon, 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 Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) Any tax provisions imposed by a political subdivision of Oregon that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- Contractor acknowledges that the Oregon Department of Administrative Services will report this Contract 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 Contractor's compensation under this Contract or (ii) exercising a right of setoff against Contractor's compensation under this Contract 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 "Contractor Data and Certification", of original Contract or as amended is Contractor's true, accurate and correct information;
- e. To the best of the undersigned's knowledge, Contractor 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;

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

6. Signatures.

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

Father Flanagan's Boys' Home

By:

*Deborah Orduna*

Authorized Signature

*Executive Director*

Title

Deborah M. Orduna

Printed Name

6-18-18

Date

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

By:

*Philip A. Cox*

Authorized Signature

Title

Philip A. Cox

Printed Name

06-28-18

Date

Approved by the Department of Administrative Services:

Exempt per OAR 125-246-0170(2)

Authorized Signature

Title

Date

Approved for Legal Sufficiency:

Not Required per OAR 137-045-0030(1)(a)

Department of Justice

Date