



Contract Number 157894

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

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This is amendment number 1 to Contract Number 157894 between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

**Life Strategy Center LLC
Attn: Roxy Hart
P.O. Box 7035
Sheridan, WY 82801
Telephone: 307-751-2479
E-mail address: RRCon@wavecom.net**

hereinafter referred to as "Contractor."

Services provided under this Contract are for (OR-Kids participant ID number: [REDACTED] OR-Kids case number [REDACTED], hereinafter referred to as "Child".

1. Upon signature by all applicable parties, this Amendment shall be effective on the later of: (i) **December 31, 2018** or, (ii) when required, the date this Amendment 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.
2. The Contract is hereby amended as follows:
 - a. **Section 1, Effective Date and Duration** is hereby amended as follows: language to be deleted or replaced is struck through; new language is **underlined and bold**.

Upon signature by all applicable parties, this Contract shall be effective on the later of: (i) June 1, 2018 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

~~December 31, 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, is hereby amended as follows:** language to be deleted or replaced is struck through; new language is **and bold**.

The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is ~~\$2,625.00~~ **\$4,875.00**. 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. **Exhibit A, Part 2, Payment and Financial Reporting, Section 1, a. only, is hereby amended as follows:** language to be deleted or replaced is struck through; new language is **and bold**.

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

Service Category: FOCUS Program Services
Service Type: Placement Related Supports - FOCUS

Services will be paid at the rate of \$125.00 per hour with a maximum of ~~24~~ **39** hours.

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.

Life Strategy Center LLC

By:

Roxy Hart
Authorized Signature
OWNER/CONTACT
Title

ROXY HART
Printed Name
12/19/18
Date

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

By:

Sara Fox,
Authorized Signature
Treatment Services Program
Title
Manager

Digitally signed by Sara Fox, Treatment Services Program Manager
Date: 2018.12.28 19:56:04 -08'00'

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