

AMENDMENT NO. \_\_\_ TO AGREEMENT # \_\_\_ BETWEEN THE STATE OF  
OREGON AND  
(MHO)

1. This is amendment number \_\_\_ ("Amendment") to that certain Agreement # \_\_\_ to be effective on October 1, 2004 (the "Agreement"), by and between the State of Oregon, acting by and through its Department of Human Services ("DHS"), Office of Mental Health and Addiction Services ("OMHAS"), and ("CONTRACTOR"). This Amendment shall become effective on October 1, 2005 or on the date at which every authorized party has signed, whichever is later, and approved by the Oregon Department of Justice, as required.

2. The Agreement is hereby amended as follows (new language in the Attachments is indicated in **underlined bold** and deleted language is indicated by ~~strikethrough~~):

A. Part I, preamble that establishes the parties to this Agreement is amended as follows:

This Agreement is between the State of Oregon, acting by and through its Department of Human Services (DHS), Office of Mental Health and Addiction Services, hereinafter referred to as OMHAS, and  
**(Contractor)**

hereinafter referred to as Contractor. DHS's supervising representative for this Agreement is the OMHAS Community ~~Services Section (CSS)~~ **Treatment Systems** Manager.

B. Part I, Section I., Organization of Agreement, is hereby amended as follows:

**I. Organization of Agreement**

This Agreement consists of Part I and Part II, Oregon Administrative Rules (OARs) cited herein, and Exhibits A through ~~E~~ **N**, which are attached hereto and incorporated herein by this reference. The definitions that apply to this Agreement are set forth in Exhibit K.

C. Part I, Section II, Status of Contractor, D., Corporate Activity is hereby amended as follows:

Contractor agrees to include all of its financial activities under Corporate Activity when completing Reports ~~C1~~ **C2** through C5. Any changes to the reporting of Corporate Activity shall be approved by OMHAS in writing before implementation.

D. Part II, Statement of Work, Terms and Conditions is hereby replaced in its entirety with a new Part II, Statement of Work, Terms and Conditions, Effective October 1, 2005, and by this reference is hereby incorporated into this Amendment as Attachment #1.

E. Exhibit A, Exhibit B, Exhibit C pages 1 through 3 Report C4 pages 15 through 20, Report C4A pages 21 and 22, Exhibit D, Exhibit G, Exhibit H, Exhibit J, and

- Exhibit K, are deleted in their entirety and replaced with Exhibit A, Exhibit B, Exhibit C pages 1 through 3 Report C4 pages 15 through 20, Report C4A pages 21 and 22, Report C4B pages 23 and 24, Exhibit D, Exhibit G, Exhibit H, Exhibit J, and Exhibit K, Effective October 1, 2005, and by this reference are hereby incorporated into this Amendment as Attachments #2 through #12 respectively.
- F. Exhibit L is deleted in its entirety and replaced with Exhibit L effective October 1, 2005, and by this reference is hereby incorporated into this Amendment as Attachment #13.
- G. Exhibit M, Summary Report of Youth Services Survey, and Exhibit N, Level of Need Determination Data are hereby added to this Agreement effective October 1, 2005, and by this reference are incorporated into this Amendment as Attachment #14 and Attachment #15 respectively.
- H. Table of Contents is deleted in its entirety and replaced with a new Table of Contents effective October 1, 2005, and by this reference is hereby incorporated into this Amendment as Attachment #16.
3. OMHAS's performance hereunder is conditioned upon Contractor's compliance with provisions of ORS 279B.220, 279B.235, 279B.230, and 279B.270, which are hereby incorporated by reference.
4. Except as expressly amended above, all other terms and conditions of the Agreement are still in full force and effect. CONTRACTOR certifies that the representations and warranties contained in the 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.
5. The individual signing this Amendment on behalf of the CONTRACTOR hereby certifies and swears under penalty of perjury that he or she is authorized to act on behalf of CONTRACTOR, that he or she has the authority and knowledge regarding CONTRACTOR's payment of taxes, and to the best of his or her knowledge CONTRACTOR is not in violation of any Oregon tax laws. For purposes of this certification "Oregon tax laws" means the state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1- emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Lane Transit District Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

**Contractor:**

**DHS, Office of Mental Health and  
Addiction Services:**

\_\_\_\_\_ Date

\_\_\_\_\_  
Authorized Signature Date  
Madeline M. Olson, Asst. Administrator  
Office of Mental Health and Addiction Services

\_\_\_\_\_ Date

**Approved as to Legal Sufficiency:**

\_\_\_\_\_ Date

\_\_\_\_\_  
Assistant Attorney General Date

\_\_\_\_\_ Date

Reviewed:

\_\_\_\_\_ Date

\_\_\_\_\_  
DHS Contracts Coordinator Date

Approved as to Form:

\_\_\_\_\_ Date  
Counsel