



Contract Number 153098

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

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This is amendment number **02** to Contract Number **153098** between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

**Therapy Associates, PC
377 E. Riverside Drive, Building B
St. George, UT 8790
Attention: Kendra Burns
Telephone: 435-862-8273
Facsimile: 435-275-4256**

E-mail address: kendra@therapyassociates.net

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 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 ~~\$44,172.00~~ **\$43,200.00**. 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.

b. For services provided on and after the execution of this amendment, **Exhibit A, Part 2, "Payment and Financial Reporting", Subsection 1.a. only** is hereby superseded and restated in its entirety as follows:

a. 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:

(1) For the period beginning January 1, 2017 through June 30, 2018:

(a) Service Category: Target Program Services
Service Type: One on One Services - Target

Services will be paid at the rate of \$25 per unit, not-to-exceed 864 units. A unit is equal to 15 minutes.

(b) Service Category: Target Program Services
Service Type: Transportation – Non Medical - Target

Services will be paid at the rate of \$30 per unit, not-to-exceed 144 units. A unit is equal to one hour.

(2) For the period beginning July 1, 2018 through June 30, 2019:

(a) Service Category: FOCUS Program Services
Service Type: One on One Services - FOCUS

Services will be paid at the rate of \$25 per unit, not-to-exceed 576 units. A unit is equal to 15 minutes.

(b) Service Category: FOCUS Program Services
Service Type: Transportation – Non Medical - FOCUS

Services will be paid at the rate of \$30 per unit, not-to-exceed 96 units. A unit is equal to one hour.

c. **Exhibit A, Part 3 "Special Provisions", Section 7. only** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

7. Nondiscrimination.

a. The Contractor must provide services to DHS clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients.

b. Contractor certifies that Contractor has a written policy and practice that meets the requirements described in House Bill

3060 (2017 Oregon Laws, chapter 212) for preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Contractor agrees, as a material term of this Contract, to maintain such policy and practice in force during the entire Contract term.

d. 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.**

e. 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. **Contractor Data.** This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Contractor Name (exactly as filed with the IRS): _____

Therapy Associates PC

Street address: 377 E. Riverside Dr Bldg B

City, state, zip code: St. George, Utah 84790

Email address: Kendra@therapyassociates.net

Telephone: (435) 862-8273 **Facsimile:** ()

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

(Check one box): YES NO

Business Designation: (Check one box):

- | | | |
|--|--|--|
| <input checked="" 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 type="checkbox"/> Other |

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

Professional Liability Insurance Company: Underwriters at Lloyds of London

Policy #: [REDACTED] **Expiration Date:** 10/8/18

Workers' Compensation: Does Contractor 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: WCF

Policy #: [REDACTED] **Expiration Date:** 12/3/18

7. Signatures.

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

Therapy Associates, PC

By:

K Buens
Authorized Signature
Bookkeeper
Title

Kendra Buens
Printed Name
7/18/18
Date

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

By:

Philip A. Cox
Authorized Signature
Program Manager
Title

Philip Cox
Printed Name
8-22-18
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