



Contract Number 153098

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

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This is amendment number 01 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
Attn: Mary Ellen Cox
377 E Riverside Drive, Building B
St. George, UT 84790
Telephone: 435-862-8273 x-6
Facsimile: 435-275-4256
E-mail address: maryellen@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: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
 - i. Section 1. Effective Date and Duration is amended as follows:

Upon signature by all applicable parties, this Contract shall be effective on the later of: (i) January 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, 2017~~ **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.
 - ii. Section 3. Consideration, subsection a. only, is amended as follows:

- a. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is ~~\$9,612.00~~ \$44,172.00. 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.
- iii. EXHIBIT A, Part 2, Payment and Financial Reporting, 1. Payment Provisions, subsection a. only is amended 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:

i. For the period beginning January 1, 2017 through June 30, 2017:

Service Category: Target Program Services
 Service Type: One on One Services - Target
 Services will be paid at the rate of \$25 per unit. A unit = 15 minutes

Service Category: Target Program Services
 Service Type: Transportation – Non Medical - Target
 Services will be paid at the rate of \$30 per unit. A unit = one hour

ii. For the period beginning July 1, 2017 through June 30, 2019:

<u>Service Category and Type</u>	<u>Unit</u>	<u>Rate</u>	<u># of Units</u>	<u>Total Amount</u>
<u>Target Program Services</u>				
<u>One on One Services - Target</u>	<u>15 minutes</u>	<u>\$25.00</u>	<u>1152</u>	<u>\$28,800.00</u>
<u>Target Program Services</u>				
<u>Transportation- Non Medical - Target</u>	<u>1 hour</u>	<u>\$30.00</u>	<u>192</u>	<u>\$5,760.00</u>
<u>Total</u>				<u>\$34,560.00</u>

- 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.** The 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. The 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. Without limiting the generality of the foregoing, by signature on this Contract, the Contractor hereby certifies that:
 - a. Under penalty of perjury the undersigned is authorized to act on behalf of Contractor and 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.

In addition, 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;

- b. The information shown in Contractor Data and Certification, of original Contract or as amended is Contractor's true, accurate and correct information;
- c. 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;

- d. 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>;
- e. 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/>;
- f. 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.
- g. 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.

Contractor: Therapy Associates, PC
By:

Mary Ann Cox 6/30/2017
Authorizing signature Date

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

By: [Signature] [Signature]
Authorized Signature Printed Name
[Signature] 6/30/17
Title Date

Approved by the Department of Administrative Services:

Exempt per OAR 125-246-0170(2)
Authorized Signature Title Date

Approved for Legal Sufficiency:

Exempt per OAR 137-045-0050(2)
Assistant Attorney General Date