



Contract Number 152654

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

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This is amendment number **02** to Contract Number **152654** between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as “DHS” and

**Child and Families Support Services, Inc.
10439 S. 51st Street, Suite 100
Phoenix, AZ 85044
Attention: Troy Bailey
Telephone: 480-589-1675
E-mail address: troy@cfssinc.com**

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. **Exhibit A, Part 2, “Payment and Financial Reporting”, Section 1.b.** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
 - b. DHS will pay Contractor as follows:

(1) For services provided November 1, 2016 through June 30, 2018:

<u>Service Category and Type</u>	<u>Unit</u>	<u>Rate</u>	<u># of Units</u>	<u>Total Amount</u>
Target Program Services				
One on One Services-Target	15 minutes	<u>\$25.00</u>	1,088 680	\$27,200.00 \$17,000.00
Target Program Services				
Consultation	15 minutes	\$15.00	1,024 640	\$15,360.00 \$9,600.00
Total				\$42,560.00 \$26,600.00

(2) For service provided July 1, 2018 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>FOCUS Program Services</u>				
<u>One on One Services-FOCUS</u>	<u>15 minutes</u>	<u>\$25.00</u>	<u>408</u>	<u>\$10,200.00</u>
<u>FOCUS Program Services</u>				
<u>Consultation</u>	<u>15 minutes</u>	<u>\$15.00</u>	<u>384</u>	<u>\$5,760.00</u>
<u>Total</u>				<u>\$15,960.00</u>

- b. **Exhibit A, Part 3 “Special Provisions”, Section 6. only** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

6. **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.**
- c. **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.

d. 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

e. For services provided on and after the execution of this amendment, Exhibit C, "Insurance Requirements" is hereby superseded and restated in its entirety, as set forth in Exhibit C, "Insurance Requirements", attached hereto and incorporated herein by this reference."

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): CHILD & FAMILY SUPPORT SERVICES, INC

Street address: 10439 S 51st St #100

City, state, zip code: PHOENIX, AZ 85044

Email address: _____

Telephone: (480) 635-9944 **Facsimile:** (480) 635-9987

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 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 checked="" 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: Philadelphia Ins. Companies
Policy #: [REDACTED] **Expiration Date:** 3/1/2019

Commercial General Liability Insurance Company: PHILADELPHIA INS. COMPANIES
Policy #: [REDACTED] **Expiration Date:** 3/1/2019

Automobile Liability Insurance Company: NATIONWIDE
Policy #: [REDACTED] **Expiration Date:** 5/1/2019

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: Copper Point
Policy #: [REDACTED] **Expiration Date:** 9/15/18

7. Signatures.

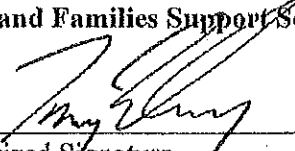
CONTRACTOR: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS.

Child and Families Support Services, Inc.

By:

Authorized Signature

Title


Chief Business Officer

Printed Name

Date

Troy Bailey

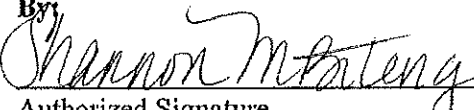
July 25, 2018

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

By:

Authorized Signature

Title


CW Field Administrator

Printed Name

Date

Shannon Barteng

7-31-18

Approved by the Department of Administrative Services:

Authorized Signature

Title

Date

Exempt per OAR 125-246-0170(2)

Approved for Legal Sufficiency:

Department of Justice

Date

Not required per OAR 137-045-0050(2)

EXHIBIT C

Insurance Requirements

Insurance Requirements: Contractor shall obtain at Contractor's expense the insurance specified in this Section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to DHS. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

- 1. Workers' Compensation & Employers' Liability:** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

- 2. Commercial General Liability:**

Required Not required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$1,000,000.

- 3. Automobile Liability Insurance:**

Required Not required

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

4. **Professional Liability:**

Required **Not required**

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$1,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall provide Tail Coverage as stated below.

5. **Excess/Umbrella Insurance:** A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.
6. **Additional Insured:** The Commercial General Liability insurance and Automobile liability insurance required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.
7. **Tail Coverage:** If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Contractor's completion and DHS's acceptance of all Services required under this Contract, or, (ii) DHS or Contractor termination of this Contract, or, (iii) The expiration of all warranty periods provided under this Contract.
8. **Certificate(S) and Proof of Insurance:** Contractor shall provide to DHS Contract Administrator Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance DHS has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.
9. **Notice of Change or Cancellation:** The Contractor or its insurer must provide at least 30 days' written notice to DHS before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

10. **Insurance Requirement Review:** Contractor agrees to periodic review of insurance requirements by DHS under this Contract and to provide updated requirements as mutually agreed upon by Contractor and DHS.
11. **State Acceptance:** All insurance providers are subject to DHS acceptance. If requested by DHS, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to DHS's representatives responsible for verification of the insurance coverages required under this Section.