

**AMENDMENT #1 to
PERSONAL/PROFESSIONAL SERVICES CONTRACT**

This is Amendment No. 1 to Contract No. 999999 (the "Contract") dated January 1, 2007 between the State of Oregon acting by and through its Department of Human Services ("Department") and Health Plan, Inc. ("Contractor").

1. Purpose

The purpose of this Amendment #1 is to modify Section 3, Enrollment Limits and Exhibit I, Capitation Rates. New language is indicated in **bold** and deleted language is indicated in *italics* and is in [brackets]. The effective date of this amendment is February 1, 2007, or on the date on which all parties have signed, whichever is later.

2. Amendment

- a. Section 3, Enrollment Limits, is hereby amended (only to add enrollment capacity in Jackson County) as follows:

A. Contractor's maximum Enrollment limit by Service Area is:

The maximum Enrollment limit established in this Section is expressly subject to such additional Enrollment as may be authorized in Section 9 of this Contract; however, such additional authorized Enrollment does not create a new maximum Enrollment limit.

B. Contractor's total maximum Enrollment limit for the entire Service Area is _____ under this Contract, subject to such additional Enrollment as may be authorized in Section 9 of this Contract; however, such additional authorized Enrollment does not create a new total maximum Enrollment limit.

- b. Exhibit I, Capitation Rates, is hereby amended to include capitation rates for Jackson County.

3. Department's performance hereunder is conditioned upon Contractor's compliance with provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555, which are hereby incorporated by reference.

4. Except as expressly amended above, all other terms and conditions of original Contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment #1 and with the same effect as though made at the time of this Amendment #1.

Certification: The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) 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 (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (b) s/he is

authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws (including, without limitation, the following pursuant to OAR 150-305.385(6)-(B): For purposes of this certification, "Oregon tax laws" means the tax laws names is ORS 305.380 (4), including without limitation 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 District Self-Employment Tax); and (c) Contractor is an independent contractor as defined in ORS 670.600.

5. SIGNATURES

CONTRACTOR

By _____ Date _____
 Authorized

Title _____

THE STATE OF OREGON ACTING BY AND THROUGH ITS DEPARTMENT OF HUMAN SERVICES
 500 Summer St., N.E., Salem, Oregon 97301

By _____ Date _____
 Jim Edge, OMAP Deputy Director

Reviewed by OMAP Policy and Planning:

By _____ Date _____
 Allison Knight, Assistant Section Manager

Reviewed by Department Contracts Coordinator:

By _____ Date _____
 Natalie A. Steele, OMAP Contract Administrator

Approved as to Legal Sufficiency:

By _____ Date _____
 Theodore C. Falk, Assistant Attorney General