



Contract Number 177918

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

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This is amendment number **01** to Contract Number **177918** between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as “**ODHS**” and

**Dynamic Life Inc
7554 Kayla Shae Street NE
Keizer, OR 97303
Attention: Nathan Webber
Telephone: 503-949-9901**

E-mail address: nathan@dynamiclife.xyz and christy@dynamiclife.xyz

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 ~~\$500,000.00~~ **1,500,000.00**. ODHS 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- b. **For services provided on December 1, 2022 and after, Exhibit A, Part 1, “Statement of Work”** is hereby superseded and restated in its entirety, as set forth in **Exhibit A, Part 1, “Statement of Work”**, attached hereto and incorporated herein by this reference.
- c. **For services provided on December 1, 2022 and after, Exhibit A, Part 2, “Payment and Financial Reporting”** is hereby superseded and restated in its entirety, as set forth in **Exhibit A, Part 2, “Payment and Financial Reporting”**, attached hereto and incorporated herein by this reference.
- d. **Exhibit A, Part 3, “Special Provisions”, Section 1.a.(3) only** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
 - (3) If Contractor, or any of its officers, directors, employees, agents, or subcontractors receives or has access to confidential Social Security Administration (SSA), **or** Federal Tax Information (FTI); records in the performance of Work under this Contract, Contractor shall comply, and ensure that all of Contractor’s officers, directors, employees, agents and subcontractors comply, with the following provisions:
- e. **Exhibit A, Part 3, “Special Provisions”, Section 4.** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

4. Background Checks for Employees and Volunteers.

- a. The Contractor shall ensure that all employees, volunteers and subcontractors who perform services under this Contract, or who have access to any information about clients served under this Contract, are approved by the ~~Agency’s~~ **ODHS’** Background Check Unit in accordance with Oregon Administrative Rules (OAR) 407-007-0200 through 407-007-0370.
- b. In addition to potentially disqualifying conditions under OAR 407-007-0290, all employees, volunteers, and subcontractors who perform services under this Contract are subject to OAR 407-007-0290(11)(b).
- c. An employee, volunteer, or subcontractor may be hired on a preliminary basis, in accordance with the requirements and limits described in OAR 407-007-0315, prior to final approval by the ~~Agency’s~~ **ODHS’** Background Check Unit. An employee, volunteer, or subcontractor hired on a preliminary basis shall not have unsupervised contact with individuals receiving services under this Contract and shall only participate in the limited activities described in OAR 407-007-0315. An employee, volunteer, or subcontractor hired on a preliminary basis must be actively supervised at all times as described in OAR 407-007-0315.
- d. Any current employee hired for a new position with the Contractor to perform services under this Contract, or any current employee,

volunteer, or subcontractor who will have access to any information about clients served under this Contract must be approved by the Agency's **ODHS'** Background Check Unit at the time the employee, volunteer, or subcontractor accepts the new position or Work. Notwithstanding the requirements of paragraph c. of this Section, a current employee or volunteer who accepts a new position with the Contractor to perform services under this Contract, may be hired for the new position on a preliminary basis without active supervision in accordance with the limits and requirements described in OAR 407-007-0315.

- e. There are only two possible fitness determination outcomes of a background check: approval or denial. If the employee, volunteer, or subcontractor is denied, she or he may not have contact with Agency **ODHS** clients under this Contract and may not have access to information about Agency **ODHS** clients. Employees, volunteers, or subcontractors who are denied do have the right to contest the denial. The process for contesting a denial is described in OAR 407-007-0330.
 - f. For purposes of compliance with OAR 407-007-0200 through 407-007-0370, the Contractor is a "Qualified Entity", as that term is defined in OAR 407-007-0210, and must comply with all the provisions pertaining to Qualified Entities contained in OAR 407-007-0200 through 407-007-0370.
 - g. The criminal records check procedures listed above also apply to Contractor, its owners, managers, and board members regardless if any individual has access to Agency **ODHS'** clients, client information or client funds. Contractor shall establish a personal personnel file and place each criminal records check in named file for possibility of future Agency **ODHS** review and shall be maintained pursuant to Exhibit B, "Standard Terms and Conditions", Section 14, "Records, Maintenance, Access."
- f. **For services provided on and after the effective date 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.
 - g. **For services provided on and after the effective date of this amendment, Exhibit D, "Federal Terms and Conditions"** is hereby superseded and restated in its entirety, as set forth in **Exhibit D, "Federal Terms and Conditions"**, 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. ODHS' 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 ODHS 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 this 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;

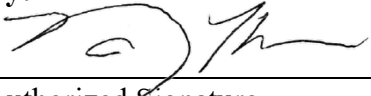
- d.** The information shown in "Contractor Data and Certification" of original Contract or as amended is Contractor's true, accurate and correct information;
- e.** To the best of the undersigned's knowledge, Contractor has not discriminated against and will not discriminate against minority, women 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/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 ODHS is true and accurate. If this information changes, Contractor is required to provide ODHS 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.

Dynamic Life Inc

By:



Authorized Signature

Nathan L Webber

Printed Name

Co-CEO


Title

12/09/22

Date

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

By:



Authorized Signature

Tim Gillette

Printed Name

CW Chief Operations Manager

Title

1/9/2023

Date

Approved by the Department of Administrative Services:

Exempt per OAR 125-246-0170(2)

Authorized Signature Title Date

Approved for Legal Sufficiency:

Approved via email by Jeffrey Wahl
Department of Justice

Date

EXHIBIT A

Part 1

Statement of Work

1. Purpose.

- a. ODHS' implementation of its strength/needs-based System of Care model for delivering services to the Client has placed an increased emphasis on providing the Client with the individualized services they need in a timely manner. The Client's strength/needs are collaboratively identified by the following parties, if appropriate: the Client, primary care giver, family members in addition to the primary care giver, employees of ODHS, and other interested parties. Services are designed to meet the Client's needs and reach the agreed-upon outcomes. The purpose of this Contract is to provide timely services appropriate to the Client with the goal of attaining one of the identified outcomes.
- b. The purpose of this Contract is to provide Temporary Lodging Prevention and Temporary Lodging Enhanced Supervision services to Clients in their current placement or temporary lodging in the community. These services are intended to maintain the safety of Clients with high behavioral needs or mental health needs, or both, that have disrupted, or are at risk of disrupting, their current placement.
- c. In the provision of all services, ODHS values fairness, equity, inclusion, accessibility, diversity, and transparency and ODHS values the voices, experiences, cultures, intellect and uniqueness of the Children and Families that are served.

ODHS' Child Welfare has a vision that all children experience safe, stable, healthy lives and grow up in the care of a loving family and community. ODHS is part of a larger statewide social safety-net system that works to support Families and communities. This safety net not only works during a life-threatening crisis but well beforehand, when small interventions can make an enormous difference in their lives.

To achieve this vision, ODHS, its contractors, and public and private partners (collectively "Partners") will need to work together to support Families and communities in myriad ways. This may include, but is not limited to, the following:

- (1) Providing economic support;
- (2) Enhancing parenting skills;
- (3) Helping people with their housing needs and employment goals;
- (4) Providing health and behavioral services;
- (5) Helping treat alcohol and substance use disorders; and
- (6) Ensuring Child safety and Family well-being.

ODHS and its Partners will help Families access resources within their natural support networks and the service provider community. This partnership will help Families address their own underlying needs and resolve the most common causes of stress and trauma linked to Child maltreatment.

2. **Definitions.** For purposes of this Exhibit A, Part 1, “Statement of Work” only, capitalized terms shall have the following meaning:
- a. **“Child”** means an individual under 21 years of age who qualifies for Child Welfare services provided by ODHS.
 - a. **“Client”** means the Child(ren) receiving services under this Contract.
 - b. **“Family”** means, at a minimum but not to the exclusion of siblings as defined in ORS 419A.004 or other persons living in the same household with the Client, the Client and:
 - (1) The Client’s parent as defined in ORS 419A.004;
 - (2) The Client’s guardian appointed pursuant to ORS chapter 125; or
 - (3) A person who has a caregiver relationship as defined in ORS 419B.116 with the Client.
 - c. **“ODHS Caseworker”** means ODHS Child Welfare staff. Although Contractor will coordinate aspects of an individual Client’s case management responsibility with one primary ODHS Caseworker, there are circumstances where the term “ODHS Caseworker” will also include ODHS supervisors, managers or technical staff, and can include ODHS Child Welfare workers with experience in other child welfare disciplines, such as Child Protective Services, foster care, family-based services, residential services or adoptions, among others.
 - d. **“Resource Family”** means a family for a Child who provides out of home care. This term includes resource parents, resource-to-adopt families, and kinship caregivers. A resource home is where a Resource Family lives.
3. **Staffing Requirements.** Services provided under this Contract must be provided by Contractor staff with the following qualifications:
- a. Must be 18 years of age or older;
 - b. Must be able to pass a background check;
 - c. Must finish Contractor’s “Dynamic Life” training within 90 days of start of Contract.
 - d. Education and Training:
 - (1) Must be 18 years of age or older and:
 - (a) Required Minimum: Have an Associate of Arts degree in social services or related field or at least two years of related experience or;
 - (b) Preferred:
 - i. Have a Bachelor of Science or Master of Arts degree in social services; or

- ii. Have a Bachelor of Science or Master of Arts degree in a non-related field and have four years' experience working with families with high needs.
 - (2) Supervisors and Consultants must have advanced degrees and experience in social services or related fields.
- 4. **Location of Services.** Contractor shall provide services at various locations including within ODHS approved placements, Contractor's office locations, or in the community as agreed upon by the ODHS Caseworker and Contractor.
- 5. **Referral and Authorization Procedure.** Clients will be referred to Contractor by ODHS for services based on a service plan to be developed using a strengths/needs-based continuum model of service that is developed collaboratively by the Family, the Client's relatives and extended family, other Client support systems, the court, ODHS, and other appropriate community partners.
 - a. Contractor shall be available to ODHS, at no cost to ODHS, for a brief consultation to determine the appropriateness of the service request and to determine schedule availability.
 - b. ODHS will refer Clients to Contractor utilizing an ODHS and Contractor agreed upon referral form. The referral will be accompanied by a copy of the Client's supervision plan. Contractor shall initiate contact with the ODHS Caseworker to schedule services with Clients immediately upon receipt and acceptance of the referral.
 - c. Contractor shall not provide services until ODHS issues a referral and Contractor receives a current copy of Client's supervision plan from the ODHS Caseworker.
- 6. **Services to be Provided.** Contractor shall provide the following in a culturally responsive manner. Culturally responsive services are general services that have been adapted to honor and align with the belief, practices, culture and linguistic needs of diverse client populations and communities whose members identify as having a particular cultural or linguistic affiliation by virtue of their place of birth, ancestry or ethnic origin, religion, preferred language, or language spoken at home. Culturally responsive services also refer to services provided in a way that is culturally responsive to the varied and intersecting biological, social, and cultural categories such as gender identity, class, ability, sexual orientation, religion, caste, and other axes of identity.
 - a. **Temporary Lodging Prevention Services.** Contractor shall provide the following services on an as needed hourly basis pursuant to referral in order to prevent temporary lodging:
 - (1) Contractor shall request and obtain from the ODHS Caseworker any behavior support plans or professional assessments on the Clients that Contractor judges to be necessary to provide safe, responsible, and ethical services. Requested documents can be sent by fax, secure e-mail, or USPS to Contractor.
 - (2) In collaboration with the referring ODHS Caseworker, Contractor shall develop a list of goals and service objectives for Clients to

achieve. Contractor shall communicate the list of goals and service objectives to the Clients and their parents.

- (3) Contractor shall provide supervision to Clients at all times, even when the Family, Resource Family, or ODHS staff are present.
- (4) Contractor shall coach Clients in addressing needs or actions which would put Client's current or temporary placement at risk and may utilize strategies to create calm environments.
- (5) Contractor shall assist as appropriate, the Client's Family, Resource Family, or ODHS staff in learning how to best support the Client in their current developmental stage.
- (6) Contractor shall assist with arrangements for transportation to have Clients who are approved for transportation services transported to residential care or sub-acute care by secure medical transport.
- (7) Contractor shall provide transportation services pursuant to Section 6.c. in order to facilitate Client's participation in services to include Client appointments.
- (8) At any time when Contractor receives a request for any other type of service(s) not required to be provided under this Contract for a Client Contractor is already providing services for under this Contract, Contractor shall contact the ODHS Contract Administrator for assistance.
- (9) Contractor shall provide Door-to-Door service to all Clients receiving transportation services under this Contract, pursuant to Section 6.c. of this Exhibit A, Part 1, "Statement of Work". "Door-to-Door" service means observing the Client from the home or building's exit to vehicle and from vehicle to the home or building's entry and shall obtain an acknowledgement from the care provider designated by ODHS assuming responsibility of the Clients. Pick-up and drop-off points for the transport of a Client shall be reasonably near the exit or entry to be used by the Client and shall always be within clear sight of the driver. Contractor shall provide the support necessary to any Client to be transported successfully and safely to and from service sessions which shall include Door-to-Door service and may also include Hand-to-Hand or other methods to assist vulnerable Clients in the successful and safe transport process. "Hand-to-Hand" service means that a Client shall be escorted at all times necessary to assure that the Client is under the supervision of an adult, including substitute care providers, school staff designated for that purpose by the school, or other persons designated by ODHS for that purpose.

- b. Temporary Lodging Enhanced Supervision Services.** Contractor shall provide the following services on a daily basis pursuant to referral while Client is in temporary lodging. Contractor shall be available 24 hours a day, 7 days a week on a schedule that is determined by Contractor and ODHS. Contractor staff

providing the following services as Temporary Lodging Enhanced Supervision Services must be available at all hours and be within direct sight and hearing range of each Client.

- c. Client Transportation.** Contractor shall provide Client transportation services as needed in order to facilitate Client's participation in services and appointments. ODHS strongly prefers that all Client transportation services be provided using Contractor's vehicles; however, Contractor may provide these services through its employees' private vehicles. All vehicles and drivers providing transportation under this Contract are subject to the conditions below. Prior to performing Client transportation services for ODHS Clients, Contractor shall provide the ODHS Contract Administrator a written certification that all drivers performing Client transportation services under this Contract meet all of the requirements listed below.

- (1) Insurance: Contractor shall obtain and maintain Commercial Automobile Liability insurance at the liability limits described in Exhibit C "Insurance Requirements" throughout the term of this Contract.
- (2) Driver Standards. Contractor shall ensure any person performing transportation services under this Contract meets all of the following requirements.
 - (a) Is currently and legally licensed to operate the transporting vehicle according to the laws and regulations of the State of Oregon;
 - (b) Does not have the following criminal history:
 - i. Has been convicted or currently under the investigation of a crime in the category of homicide;
 - ii. Has been convicted or currently under the investigation of a crime related to a sexual offense; or
 - iii. Currently has a pending or unresolved criminal charge as a result of a crime committed within the past two years.
 - (c) Has not been convicted of a crime:
 - i. Listed in ORS 342.143(3)(a)(A), (B) or (C);
 - ii. Involving sexual offenses;
 - iii. In the past two years, involving child abuse, or child neglect;
 - iv. In the past two years, involving offenses against persons, violence, threat of violence, or theft;
 - v. Involving activity in the past two years, in drugs or alcoholic beverages, including driving under the influence of intoxicants; or

- vi. Been convicted of a crime that bears a substantial relation to the functions and duties under the terms and conditions of the Contract.
- (d) Has not had a driver's license suspended by the Oregon Division of Motor Vehicles, or a similar agency in another state, for a cause involving the unsafe operation of a motor vehicle or because of sanctions against a driving record, within the past two years;
- (e) Has not had driving privileges revoked or suspended as a habitual offender under ORS 809.600, or a substantially similar provision in another state, within the past two years; or
- (f) Does not have a driving record that has an accumulation of 31 points based on the point system established in OAR 581-053-0050(3)(G), within the past two years.
- (g) Driver shall:
 - i. Not consume any alcoholic beverage regardless of its alcoholic content or any drug that may affect the ability to operate a vehicle safely within eight hours prior to providing transportation services;
 - ii. Refrain from smoking, this includes the use of e-cigarettes and vaping products, or the use of any tobacco product at any time while providing transportation services;
 - iii. Secure any articles in the passenger compartment of the transporting vehicle likely to cause injury to the occupants in the event of an accident, sudden stop or emergency evasive action;
 - iv. Ensure vehicle is sufficiently fueled prior to providing transportation services under this Contract and refrain from refueling the vehicle while transporting ODHS Clients and their families;
 - v. Provide adequate lighting, ventilation, and heating in the transporting vehicle appropriate to the environment;
 - vi. Not carry, nor shall the vehicle transport, guns, knives, mace, pepper spray or weapons of any type, or any potentially hazardous material when providing transportation services; nor shall the Contractor allow any mace, pepper spray or weapons of any type to be stored in any vehicles used to transport ODHS clients and their families; and
 - vii. Have telephonic means available and follow all applicable laws regarding use of telephonic devices while driving. Telephonic device shall be used for contacting emergency assistance. Drivers are prohibited from use of a cell phone

or other telephonic or electronic device not specifically designed for use while driving while providing transportation services under this Contract.

(h) If a driver is in violation of any provision listed above, or, to the best of the Contractor's knowledge is currently under investigation of such actions, the Contractor shall immediately remove each such driver from providing any transportation services under this Contract.

(3) **Vehicle Standards.** Contractor shall ensure vehicles meet the following standards when being used for transportation services under this Contract:

(a) Vehicle is fully registered and licensed according to the laws of the State of Oregon, and is in good and safe operating condition that meets or exceeds the applicable minimum standards, rules, and laws for vehicle safety;

(b) Vehicle has a clean and uncluttered passenger compartment;

(c) Vehicle has a properly installed child-safety seat, booster seat, or other device required by law or rule for the transport of children that shall be utilized as required by rule or law, if a child is being transported; and

(d) Vehicle has seat belts that are properly installed and maintained and used by all occupants of the vehicle at all times the vehicle is in operation.

7. **Emergencies, Medical.** In the event of a Client mental health crisis, the Contractor shall engage in the mental health protocol indicated in the Client's safety or supervision plan, including the utilization of mental health crisis supports. Contractor shall call 911 if a Client's behavior is a threat to themselves or others. If the Client needs to go to the hospital or emergency room the Client shall be transported by police vehicle, ambulance, or secure medical transport. Any emergencies or incidents shall be followed up with a written report e-mailed to the ODHS Caseworker within 24 hours. Any child safety issues shall be communicated immediately to the ODHS Caseworker.

8. **Behavior Intervention and Use of Physical Restraints:**

a. Contractor shall utilize a nationally recognized nonviolent crisis intervention system for defusing escalating behavior and safely managing physically aggressive behavior.

b. Only Contractor and its staff who have been trained in a nationally recognized nonviolent crisis-intervention system shall use physical restraint and only when physical restraint is necessary as a last resort to prevent a Client from inflicting harm to self or others. The restraint shall be conducted within the parameters of the nationally recognized system in which the Contractor and its staff are trained.

c. Contractor and its staff shall only place a Client in a physical restraint if the Client's behavior poses a reasonable risk of imminent serious bodily injury to the

Client or others and less restrictive interventions would not effectively reduce that risk.

- d. Contractor shall report each use of physical restraint within 24 hours.
- e. Contractor and its shall not place a Client in a restraint as a form of discipline, punishment or retaliation or for the convenience of Contractor or its staff.

9. Incident Reports.

- a. Critical Events are defined as events that are considered likely to cause complaints, generate concerns, or come to the attention of the media, law enforcement agencies, first responders, CPS, or other regulatory agencies. When applicable to the safety of the Client, Critical Events shall be reported immediately to the Oregon Child Abuse Hotline (1-855-503-SAFE (7233)). Contractor shall notify the Client's ODHS Caseworker or designee and the ODHS Contract Administrator, either verbally or via e-mail, any time a Child Protective Services (CPS) report is made; this notification must occur within 24 hours. Examples of Critical Events requiring immediate notification include, but are not limited to, the following:

- (1) Allegations of abuse or neglect involving a program staff or Clients in Contractor's care;
- (2) Clients requiring emergency medical care or treatment;
- (3) Motor vehicle accident involving a Client;
- (4) Disturbance or evacuation of a Client (riot, bomb threat, or police response of any nature);
- (5) Law enforcement involvement of any kind;
- (6) Reporting of a Client who have absconded from placement or considered a runaway;
- (7) Suicidal behavior or significant self-harm behaviors;
- (8) Death of a Client;
- (9) Serious injury or illness of a Client;
- (10) Use of physical restraint;
- (11) Act of physical aggression that results in injury;
- (12) Damage to physical property; and
- (13) Suspected abuse or neglect of a Client

- b. Contractor staff shall report all incident reports to Contractor, the referring ODHS Caseworker or designee, and the ODHS Contract Administrator immediately (within one business day). Incident reports shall include:

- (1) Name of the Client;
- (2) The OR-Kids case number;

- (3) The ODHS Caseworker's name and branch;
- (4) The date, time, location, and type of incident or crisis intervention;
- (5) The duration of any physical restraints employed in the context of the incident a description of the child's activity that necessitated the use of restraint, the specific attempts to de-escalate the situation before using physical restraint and the length of time the physical restraint was applied. The report must include the time the restraint started and the time it was terminated, the debriefing completed with the staff and child involved in the physical restraint, and the documentation of a review by the executive director, program director, or designee
- (6) Name of Contractor staff involved in the incident or crisis intervention and the names of any witnesses;
- (7) Description of the incident or crisis intervention including the precipitating factors, preventative efforts employed, and description of the circumstance during the incident;
- (8) Physical injuries to the Client or others resulting from the incident or crisis intervention including information regarding any follow-up medical care, treatment, or first aid applied;
- (9) Documentation showing that any necessary reports were made to the appropriate regulatory agency, any other entity required by law to be notified, the Client's ODHS Caseworker, and as applicable the Client
- (10) S parent, guardian, or legal custodian;
- (11) Documentation indicating the date that a copy of the incident report was submitted to the Client's ODHS Caseworker;
- (12) Action or intervention taken by the program staff;
- (13) Any follow-up recommendations for the Client or Contractor's staff;
- (14) Any follow-up recommendations conducted by Contractor or its provider's supervisory staff, and ODHS administrative personnel; and
- (15) Contractor's review of the incident or crisis intervention.

10. Absences. If one unplanned absence occurs on the part of a Client, Contractor shall immediately inform all participants that all remaining sessions have been temporarily suspended pending a short phone consultation with ODHS, and if approved by ODHS, the sessions will be rescheduled and may proceed again.

11. Contractor Evaluations.

- a. Contractor shall participate in evaluation activities as designed by Contractor and ODHS. Evaluation activities include, but are not limited to, the following:
 - (1) Participating in group contracted provider meetings;
 - (2) Participating in periodic site visitations;

- (3) Participating in regular contract monitoring meetings with the Contract Administrator or designee to discuss the following: review of Contract terms and conditions and Contract compliance; fiscal review and funds management; caseload management and Contract utilization; case notes review; specific concerns based on the ODHS Caseworker feedback; service quality, etc.;
- b.** When Contract compliance issues are identified, the actions taken depend on the severity of the issue. Initially, the Contract Administrator will work informally with Contractor to address the compliance issues. If the compliance issues cannot be addressed informally, or in the event of a major failure, safety, or security concern; the Corrective Action Plan process below will be utilized:
- (1) The ODHS Contract Administrator will collaborate with Contractor to develop a Corrective Action Plan, to include a resolution timeframe.
 - (2) The ODHS Contract Administrator will provide the Corrective Action Plan to the ODHS District Manager or designee for review and approval.
 - (3) Once a Corrective Action Plan is approved, Contractor will be provided with a copy of the Corrective Action Plan and implementation shall begin.
 - (4) During the Corrective Action Plan timeframe, the ODHS Contract Administrator will conduct a follow-up review with Contractor to determine if the Corrective Action Plan is being followed and the compliance issues are being adequately corrected within the required timeframe. The ODHS Contract Administrator will report back to the District Manager or designee of the findings.
- c.** Not adequately correcting the compliance issues by the required Corrective Action Plan timeframe will result in consequences pursuant to Exhibit B, “Standard Terms and Conditions”, Section 25., “Contractor’s Failure to Perform.”.

13. Outcome Measures:

- a.** ODHS will gather end of service data reported out by Contractor and validated by ODHS. ODHS will utilize this and other data to work with Contractor to support continuous improvement efforts which promote better outcomes for Children and Families. The outcome determination for services provided will be based on successful achievement of the following Client-driven outcome expectations:
- (1) **Achieved:** Client met all agreed upon service goals.
 - (2) **Partially Achieved:** Client met one or more agreed upon service goals.
 - (3) **Not Achieved:** Client did not meet any agreed upon service goals.

(4) **No progress:** Client did not engage in services or was not located.

b. When a dispute arises regarding whether or not Client-driven outcomes have been achieved by Contractor, ODHS will make the final decision.

14. Reporting Requirements: Contractor shall create a daily written report, on a form prescribed and obtained by ODHS, that describes the goals addressed during the day with each Client, a narration of what Contractor observed, the intervention Contractor offered to the Client, and Client's response to the intervention offered. Contractor shall submit daily reports to the referring ODHS Caseworker, via e-mail, at the end of each shift worked.

15. Specifications or Performance Standards. ODHS requires that the Contractor meets the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.

EXHIBIT A

Part 2 Payment and Financial Reporting

1. Payment Provisions.

- a. As consideration for the services provided by Contractor during the period specified in Section 1., “**Effective Date and Duration**,” of this Contract, ODHS will pay to Contractor, a maximum not-to-exceed amount as specified in Section 3., “**Consideration**” of this Contract, to be paid as follows:

(1) **Service Category: Foster Care Non-Placement Services**

Service Type: Temporary Lodging Prevention Services

- (a) For services provided on October 11, 2022 through November 30, 2022, ODHS will pay Contractor at the rate of **\$150.00 per hour, per contracted staff** for the provision of Temporary Lodging Prevention Services provided.

- (b) For services provided on December 1, 2022 and after:

- i. For 1 through 10 hours of services provided in the day:
ODHS will pay Contractor at the rate of **\$150.00 per hour per contracted staff** for the provision of Temporary Lodging Prevention Services provided.
- ii. For more than 10 hours of services provided in the day:
ODHS will pay Contractor at the flat rate of **\$3,000.00 per day** for the provision of Temporary Lodging Prevention Services provided.

(2) **Service Category: Foster Care Non-Placement Services**

Service Type: Temporary Lodging Enhanced Supervision Services

ODHS will pay Contractor at the rate of **\$2,916.00 per Client, per day** for the provision of Temporary Lodging Enhanced Supervision Services provided.

b. **Contractor Invoice, Completion and Submission:**

- (1) Contractor shall submit invoices on the approved ODHS invoice form located at: <https://apps.state.or.us/Forms/Served/ce0846.xlsm>.

Instructions and requirements for completion and submission of an invoice are included on the third tab of the Excel invoice document. Invoices must be submitted with all fields properly populated.

- (2) Payment will be made by ODHS to the Contractor monthly on or after the first of each month following the month in which services were performed, subject to receipt and approval by ODHS of the Contractor’s

invoice and any required reporting as defined in the Statement of Work for this Contract.

For questions regarding payments please email
ContractInvoice.Support@odhsoha.oregon.gov.

2. **Travel and Other Expenses.** ODHS will not reimburse Contractor for any travel or additional expenses under this Contract.

EXHIBIT C

Insurance Requirements

Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit 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 continuous claims made 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 the State of Oregon and that are acceptable to ODHS. Coverage must 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

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance must 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 must 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 \$2,000,000.

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 \$_____ per claim. Annual aggregate limit must not be less than \$_____. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months must be included in the Professional Liability Insurance coverage, or the Contractor shall provide Continuous Claims Made Coverage as stated below.

5. Network Security and Privacy Liability:

Required Not required

Contractor shall provide Network Security and Privacy Liability Insurance for the duration of this Contract and for the period of time in which Contractor (or its business associates or subcontractor(s)) maintains, possesses, stores or has access to ODHS or client data, whichever is longer, with a combined single limit of no less than \$_____ per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of ODHS or client data (which may include, but is not limited to, Personally Identifiable Information ("PII"), Payment Card Data and Protected Health Information ("PHI")) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of ODHS data.

6. Physical Abuse and Molestation:

Required Not required

Physical Abuse and Molestation Insurance in a form and with coverage that are satisfactory to ODHS covering damages arising out of actual, perceived, or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured must include the Contractor, and the Contractor's employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less than \$_____ per occurrence. Any annual aggregate limit must not be less than \$_____. Coverage can be provided by a separate policy or as an endorsement to the Commercial General Liability or Professional Liability policies. The limits must be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, must be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense must be provided outside the coverage limit.

7. Excess/Umbrella Insurance. A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

8. **Additional Insured.** All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), 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 services to be performed under this Contract. Coverage must be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of 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 07 04 or equivalent.
9. **Waiver of Subrogation.** Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the ODHS or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the ODHS has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).
10. **Continuous Claims Made Coverage.** If any of the required insurance liability is on a claims made basis and does not include an extended reporting period of at least 24 months, then Contractor shall maintain 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 ODHS' acceptance of all services required under this Contract, or
 - (ii) ODHS' or Contractor's termination of this Contract, or
 - (iii) The expiration of all warranty periods provided under this Contract.
11. **Certificate(s) and Proof of Insurance.** Contractor shall provide to ODHS Certificate(s) of Insurance for all required insurance before delivering any goods and performing any services required under this Contract. The Certificate(s) must list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. 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 ODHS has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.
12. **Notice of Change or Cancellation.** The Contractor or its insurer shall provide at least 30 calendar days' written notice to ODHS before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

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

EXHIBIT D

Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Contractor shall comply and, as indicated, cause all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Contract, to Contractor, or to the Work, or to any combination of the foregoing. For purposes of this Contract, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** Contractor shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Contract or to the delivery of Work. Without limiting the generality of the foregoing, Contractor expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Contract, including amendments, is for more than \$10,000, then Contractor shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Contract, including amendments, exceeds \$100,000 then Contractor shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to ODHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include and require all subcontractors to include in

all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** Contractor shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Contract, the Contractor certifies, to the best of the Contractor's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to Contractor under this Contract shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

- f.** No part of any federal funds paid to Contractor under this Contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - g.** The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h.** No part of any federal funds paid to Contractor under this Contract may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
- 6. Resource Conservation and Recovery.** Contractor shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
- 7. Audits.**
- a.** Contractor shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.
 - b.** If Contractor expends \$750,000 or more in federal funds (from all sources) in a fiscal year, Contractor shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to ODHS within 30 days of completion. If Contractor expends less than \$750,000 in a fiscal year, Contractor is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, “Records Maintenance, Access”.
- 8. Debarment and Suspension.** Contractor shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal Procurement or

Nonprocurement Programs” in accordance with Executive Orders No. 12549 and No. 12689, “Debarment and Suspension”. (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. **Pro-Children Act.** Contractor shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
10. **Medicaid Services.** Reserved.
11. **Agency-based Voter Registration.** If applicable, Contractor shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
12. **Disclosures.** Reserved.
13. **Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Contract, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The Contractor agrees that it has been provided the following notice:
 - a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any Work developed under a grant, subgrant or contract under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
 - b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
 - c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.
14. **Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:
 - a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally

describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.

- b. Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
 - c. Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Contractor, and Contractor shall also include these contract provisions in its contracts with non-Federal entities.
- 15. Federal Whistleblower Protection.** Contractor shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.