



**Contract Number 177918**

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

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This is amendment number **02** 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](mailto:nathan@dynamiclife.xyz) and [christy@dynamiclife.xyz](mailto: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. The Contractor’s contact information on page 1 of the Contract is updated to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

Dynamic Life Inc  
7554 Kayla Shae Street NE  
Keizer, OR 97303  
Attention: Nathan Webber  
Telephone: 503-949-9901  
E-mail address: [nathan@dynamiclife.xyz](mailto:nathan@dynamiclife.xyz) and ~~[christy@dynamiclife.xyz](mailto:christy@dynamiclife.xyz)~~

- b. The Contract Administrator’s information on page 1 of the Contract is updated to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

**Office of Child Welfare Programs**

Child Welfare – District 4 Administration

118 SE 2<sup>nd</sup> Avenue

Albany, OR 97321

Contract Administrator: ~~Dawn Roth~~ **Belit Burke** or delegate

Telephone: ~~541-619-6823~~ **503-947-5389**

E-mail address: ~~dawn.s.roth@dhs.ohs.state.or.us~~ **belit.burke@odhs.oregon.gov**

- c. **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 ~~1,500,000.00~~ **\$2,000,000.00**. 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.

- d. **For services provided on the effective date of this amendment and after, Exhibit A, Part 1, “Statement of Work”, Section 1.b. only** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

- 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.

- e. **For services provided on the effective date and after, Exhibit A, Part 1, “Statement of Work”, Section 6.a. only** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

- 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:

- f. **For services provided on the effective date of this amendment and after, Exhibit A, Part 1, “Statement of Work”, Section 6.b. only** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

- 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.

- g. For services provided on the effective date of this amendment 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.
- 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  
CEO & FOUNDER  
\_\_\_\_\_  
Title

Nathan L. Webber  
\_\_\_\_\_  
Printed Name  
2/7/23  
\_\_\_\_\_  
Date

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

**By:**

Shirley Vollmuller  
\_\_\_\_\_  
Authorized Signature  
ODHS Child Welfare Business Manager  
\_\_\_\_\_  
Title

Shirley Vollmuller  
\_\_\_\_\_  
Printed Name  
2/14/2023  
\_\_\_\_\_  
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 1/18/2023  
Date

## 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) **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) **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](mailto:ContractInvoice.Support@odhsoha.oregon.gov).
2. **Travel and Other Expenses.** ODHS will not reimburse Contractor for any travel or additional expenses under this Contract.