



**Contract Number 177918**

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

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to [dhs-oha.publicationrequest@state.or.us](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This is amendment number **03** 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)**

hereinafter referred to as “Contractor.”

1. This amendment shall become effective on the later of: (I) **March 1, 2023** provided it is (i) approved in writing by the Oregon Department of Justice on or before such date, and (ii) when required, approved in writing by the Oregon Department of Administrative Services, and (iii) is signed by all parties, regardless of the date of the parties’ signatures; or (II) the date this amendment is approved in writing by the Oregon Department of Justice, provided it is (i) when required, approved in writing by the Oregon Department of Administrative Services, and (ii) is signed by all parties, regardless of the date of the parties’ signatures.
2. The Contract is hereby amended as follows:
  - a. **Section 1., “Effective Date and Duration.”** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
    1. **Effective Date and Duration.** This Contract shall become effective on the date this Contract has been fully executed by every party and, when required, approved by Department of Administrative Services and Department of Justice, or on **October 1, 2022**, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Contract shall expire on ~~June 30, 2023~~ **June 30, 2024**. Contract termination shall not extinguish or prejudice ODHS' right to enforce this Contract with respect to any default by Contractor that has not been cured.

- b. **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 ~~\$2,000,000.00~~ **\$7,000,000.00**. 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.
- c. **For services provided on and after the effective date of this amendment, 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.
- d. **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. **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):** Dynamic Life Inc.

Street address: 7554 Kayla Shae St. NE  
City, state, zip code: Keizer, OR 97303-1894  
Email address: nathan@dynamiclifepnw.org  
Telephone: (503) 949-9901 Facsimile: ( )

**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 checked="" 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 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, as amended, must be in effect prior to amendment execution.

Commercial General Liability Insurance Company: Hamilton Select Insurance

Policy #: AMHS254119 Expiration Date: 8/30/23

Automobile Liability Insurance Company: Progressive Commercial

Policy #: 961595014 Expiration Date: 9/14/23

**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: Saif Corporation

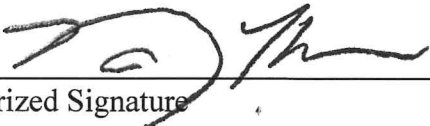
Policy #: A100054427201 Expiration Date: 8/21/23

7. Signatures.

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

**Dynamic Life Inc.**

By:

  
\_\_\_\_\_  
Authorized Signature

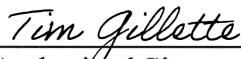
Nathan L. Webber  
Printed Name

CEO/Founder  
Title

3/21/23  
Date

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

By:

  
\_\_\_\_\_  
Authorized Signature

Tim Gillette  
Printed Name

CW & SSP Chief Operations Manager  
Title

3/27/2023  
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 2/16/2023  
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 Clients has placed an increased emphasis on providing Clients 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.
- b. The purpose of this Contract is to provide 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 or mental health needs, or both, that have disrupted or are at risk of disrupting from 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 a myriad of 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. **“Caseworker”** means ODHS Child Welfare staff. Although Contractor will coordinate aspects of an individual Client’s case management responsibility with one primary ODHS Child Welfare Caseworker, there are circumstances where the term “Caseworker” will also include ODHS supervisors, managers, or technical staff, from other areas of ODHS.
  - b. **“Client(s)”** means the child(ren) receiving services under this Contract.
  - c. **“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.
  - d. **“Resource Family”** means a family for a Client who provides out of home care.

3. **Staffing Requirements.**

- a. 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) Required Minimum. Have an Associate of Arts degree in social services or related field; or
    - (2) 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 child welfare families with high needs.
  - (e) Supervisors and Consultants must have advanced degrees and experience in social services or related fields.
- b. Contractor staff shall be available 24 hours a day, 7 days a week.



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 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 Caseworker to schedule services with the 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 Clients supervision plan from the Caseworker.
6. **Services to be Provided.** Contractor shall provide the following services 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. **Enhanced Supervision Services:**
    - (1) Contractor staff providing the following services as temporary lodging enhanced supervision services pursuant to the referral must be awake and available at all hours services are being provided, and be within direct sight and hearing range of each Client at all times.
    - (2) 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.
    - (3) In collaboration with the referring 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.
    - (4) Contractor shall provide supervision to Clients at all times, even when the Family, Resource Family, or ODHS staff are present.

- (5) 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.
- (6) Contractor shall assist as appropriate, the Client's Family, Resource Family, or ODHS staff in learning how to best support the Clients in their current developmental stage.
- (7) 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.
- (8) Contractor shall provide transportation services pursuant to Section 6.a.(10) of this Exhibit A, Part 1, "Statement of Work" in order to facilitate Client's participation in services to include Client appointments.
- (9) Any time 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 to under this Contract, Contractor shall contact the ODHS Contract Administrator for assistance.
- (10) **Transportation.** Contractor shall provide Client transportation services as needed in order to facilitate Client's participation in services 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.
  - (a) 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.
  - (b) Driver Standards. Contractor shall ensure any person performing transportation services under this Contract meets all of the following requirements.
    - i. Is currently and legally licensed to operate the transporting vehicle according to the laws and regulations of the State of Oregon;
    - ii. Does not have the following criminal history:
      - A. Has been convicted or currently under the investigation of a crime in the category of homicide;

- B. Has been convicted or currently under the investigation of a crime related to a sexual offense; or
  - C. Currently has a pending or unresolved criminal charge as a result of a crime committed within the past two years.
- iii. Has not been convicted of a crime:
- A. Listed in ORS 342.143(3)(a)(A), (B) or (C);
  - B. Involving sexual offenses;
  - C. In the past two years, involving child abuse, or child neglect;
  - D. In the past two years, involving offenses against persons, violence, threat of violence, or theft;
  - E. Involving activity in the past two years, in drugs or alcoholic beverages, including driving under the influence of intoxicants; or
  - F. Been convicted of a crime that bears a substantial relation to the functions and duties under the terms and conditions of the Contract.
- iv. 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;
- v. 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
- vi. 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.
- vii. Driver shall:
- A. 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;
  - B. 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;

- C. 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;
  - D. 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;
  - E. Provide adequate lighting, ventilation, and heating in the transporting vehicle appropriate to the environment;
  - F. 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
  - G. 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.
- viii. 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.
- (f) Vehicle Standards. Contractor shall ensure vehicles meet the following standards when being used for transportation services under this Contract:
- i. 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;
  - ii. Vehicle has a clean and uncluttered passenger compartment;
  - iii. 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

- iv. 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.
- (11) Contractor shall provide Door-to-Door service to all Clients receiving transportation services under this Contract, pursuant to Section 6.a.(10). 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 Client. Pick-up and drop-off points for the transport of the Client shall be reasonably near the exit or entry to be used by the Client and must 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 will include Door-to-Door service and may also include Hand-to-Hand service or other methods to assist a vulnerable Clients in the successful and safe transport process. “Hand-to-Hand” service means that the Client is escorted at all times necessary to assure that the Client is under the supervision of an adult, including care providers, school staff designated for that purpose by the school, or other persons designated by ODHS for that purpose.

**b. Prevention and Supervision Services:**

- (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 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 Clients 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.b.(9) of this Exhibit A, Part 1, “Statement of Work” in order to facilitate Client’s participation in services to include Client appointments.
- (8) Any time 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 to under this Contract, Contractor shall contact the ODHS Contract Administrator for assistance.
- (9) **Transportation.** Contractor shall provide Client transportation services as needed in order to facilitate Client’s participation in services 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.
  - (a) 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.
  - (b) Driver Standards. Contractor shall ensure any person performing transportation services under this Contract meets all of the following requirements.
    - i. Is currently and legally licensed to operate the transporting vehicle according to the laws and regulations of the State of Oregon;
    - ii. Does not have the following criminal history:
      - A. Has been convicted or currently under the investigation of a crime in the category of homicide;
      - B. Has been convicted or currently under the investigation of a crime related to a sexual offense; or
      - C. Currently has a pending or unresolved criminal charge as a result of a crime committed within the past two years.
    - iii. Has not been convicted of a crime:
      - A. Listed in ORS 342.143(3)(a)(A), (B) or (C);
      - B. Involving sexual offenses;

- C. In the past two years, involving child abuse, or child neglect;
  - D. In the past two years, involving offensives against persons, violence, threat of violence, or theft;
  - E. Involving activity in the past two years, in drugs or alcoholic beverages, including driving under the influence of intoxicants; or
  - F. Been convicted of a crime that bears a substantial relation to the functions and duties under the terms and conditions of the Contract.
- iv. 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;
  - v. 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
  - vi. 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.
  - vii. Driver shall:
    - A. 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;
    - B. 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;
    - C. 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;
    - D. 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;
    - E. Provide adequate lighting, ventilation, and heating in the transporting vehicle appropriate to the environment;

- F. 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
  - G. 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.
- viii. 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.
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- i. 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;
  - ii. Vehicle has a clean and uncluttered passenger compartment;
  - iii. 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
  - iv. 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.
- (10) Contractor shall provide Door-to-Door service to all Clients receiving transportation services under this Contract, pursuant to Section 6.b.(9) 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 Client. Pick-up and drop-off points for the transport of the Client shall be reasonably near the exit or entry to be used by the Client and must 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 will include Door-to-Door service and may also include Hand-to-Hand service or other methods to assist a vulnerable Clients in the successful and safe transport process. "Hand-to-Hand" service means that the Client is escorted at all times necessary to assure that the Client is under the supervision of an adult, including care providers, school staff designated for that purpose by the school, or other persons designated by ODHS for that purpose.

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 must 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 staff shall not place a Client in a restraint as a form of discipline, punishment, 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 Caseworker or designee and the ODHS

Contract Administrator, either verbally or via e-mail, any time a 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 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 the 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) Once a Corrective Action Plan is approved, Contractor will be provided with a copy of the Corrective Action Plan and implementation shall begin.
  - (3) 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.
- 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.”.

**12. Outcomes 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 the 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(s) met all agreed upon service goals.
  - (2) **Partially Achieved:** Client(s) met one or more agreed upon service goals.
  - (3) **Not Achieved:** Client(s) did not meet any agreed upon service goals.
  - (4) **No progress:** The Client(s) 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.

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

**14. 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) **For services provided October 11, 2022 through February 28, 2023:**

- (a) Service Category: Foster Care Non-Placement Services  
Service Type: Temporary Lodging Prevention Services
- i. 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.
- ii. For services provided on December 1, 2022 through February 28, 2023:
- A. 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.
- B. 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.
- (b) 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.

(2) **For services provided on March 1, 2023 and after:**

- (a) Enhanced Supervision Services:
- i. For services provided on March 1, 2023 and after, ODHS will pay Contractor at the rate of **\$2,916.00 per day**.
- (b) Prevention and Supervision Services:
- i. For services provided on March 1, 2023 and after, ODHS will pay Contractor as follows:

- A. 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 all services provided.
- B. For more than 10 hours of services provided in the day: ODHS will pay Contractor at the rate of **\$3,000.00 per day** for the provision of all 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.