



Contract Number 177918

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

You can get this document in other languages, large print, braille, or a format you prefer free of charge. Contact the Contract Administrator at the contact information found on page one of the original Contract, as amended. We accept all relay calls.

This is amendment number **04** 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**

hereinafter referred to as “Contractor.”

1. This amendment shall become effective on the last date all required signatures in Section 7., below have been obtained.
2. The Contract is hereby amended as follows:

- a. Contractor’s contact information 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~~ **388 State Street, Suite 1000**
~~Keizer, OR 97303~~ **Salem, OR 97301**
~~Attention: Nathan Webber~~ **Edward (Ned) Clements**
~~Telephone: 503-949-9901~~ **503-851-9513**
E-mail address: ~~nathan@dynamiclife.xyz~~ **ned@dynamiclifepnw.org****

- 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 ~~\$7,000,000.00~~ **\$12,000,000.00**. 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 March 1, 2023 and after, Exhibit A, Part 2, “Payment and Financial Reporting”, Section 1.a.(2)(a) only** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

(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 Client** per day.

- d. **Exhibit B, “Standard Terms and Conditions”, Section 21., “Notice” ODHS address only** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

ODHS: Office of Contracts & Procurement

~~635 Capitol Street NE, Suite 350~~ **500 Summer Street NE, E-03**

Salem, OR 97301

Telephone: 503-945-5818

Fax: 503-378-4324

- e. **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.
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 original Contract and any previous amendments are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this amendment 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 as amended and, notwithstanding any provision to the contrary, Contractor shall deliver to the ODHS Contract Administrator (see page one of the original Contract, as amended) the required Certificate(s) of Insurance for any extension of the insurance coverage required by Exhibit C of the original Contract, as amended, within 30 days of execution of this Contract amendment. By certifying compliance with all insurance as required by this Contract, Contractor acknowledges it may be found in breach of the Contract for failure to obtain required insurance. Contractor may also be in breach of the Contract for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Contract;

- b.** Contractor acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the Contractor and that pertains to this Contract or to the project for which the Contract work is being performed. Contractor certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Contractor further acknowledges that in addition to the remedies under this Contract, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Contractor;
- c.** The undersigned is authorized to act on behalf of Contractor and represents and warrants that Contractor has complied with the tax laws of the State of Oregon and the applicable tax laws of any political subdivision of Oregon. Contractor shall, throughout the duration of this Contract and any extensions, comply with all tax laws of Oregon and all applicable tax laws of any political subdivision of Oregon. For the purposes of this Section, “tax laws” includes: (i) All tax laws of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of Oregon that applied to Contractor, to Contractor’s property, operations, receipts, or income, or to Contractor’s performance of or compensation for any work performed by Contractor; (iii) Any tax provisions imposed by a political subdivision of Oregon that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Contractor acknowledges that the Oregon Department of Administrative Services will report this Contract to the Oregon Department of Revenue. The Oregon Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing the Contractor’s compensation under this Contract or (ii) exercising a right of setoff against Contractor’s compensation under this Contract for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Oregon Department of Revenue collects debts;

- d.** The information shown in Section 5.a. “Contractor Information” of original Contract, 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’s Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided to ODHS is true and accurate. If this information changes, Contractor shall provide ODHS with the new FEIN or SSN within 10 days.

6. **Contractor Information.** 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: 388 State Street, Suite 1000

City, state, zip code: Salem, OR 97362

Email address: ned@dynamiclifepnw.org

Telephone: (503) 851-9513 Fax: (503) 385-1532

Is Contractor a nonresident alien, as defined in 26 U.S.C. § 7701(b)(1), a foreign person, or a foreign entity? (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 Inc.

Policy #: AMHS254119-01 Expiration Date: 08/30/2024

Automobile Liability Insurance Company: Progressive

Policy #: 961595014 Expiration Date: 09/14/2024

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 #: 100054427 Expiration Date: 02/01/2024

7. Signatures.

CONTRACTOR: YOU WILL NOT BE PAID FOR SERVICES RENDERED BEFORE THE EFFECTIVE DATE OF THIS AMENDMENT.

Dynamic Life Inc

By:


Authorized Signature


Edward P. Clements
Printed Name

President
Title

11/29/2023
Date

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

By:


Authorized Signature

Tim Gillette
Printed Name

CW Deputy of Operations
Title

12-04-2023
Date

Approved by the Oregon 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, AIC 11/27/2023
Oregon Department of Justice Date

EXHIBIT C

Insurance Requirements

Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit prior to performing under this Contract. Contractor shall maintain such insurance 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. All coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Contractor shall pay for all deductibles, self-insured retention, and self-insurance, if any. If Contractor maintains broader coverage and/or higher limits than the minimums shown in this Exhibit, ODHS requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

1. Workers' Compensation & Employers' Liability.

- a. 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.
- b. 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.
- c. As applicable, Contractor shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of not less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

2. **Commercial General Liability.** Contractor shall provide 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 and not less than \$2,000,000 annual aggregate limit.

3. Automobile Liability.

Required Not required

Contractor shall provide 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

- a. Contractor shall provide 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 and not less than \$ _____ annual aggregate limit.
- b. If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability Insurance coverage, or the Contractor shall provide 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 not 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

Contractor shall provide Physical Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the State of Oregon 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 and not less than \$ _____ annual aggregate. 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. Pollution Liability:

Required **Not required**

- a. Contractor shall provide Pollution Liability Insurance covering Contractor's or appropriate subcontractor's liability for bodily injury, property damage, and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Contractor, all arising out of the goods delivered or services (including transportation risk) performed under this Contract with a combined single limit per occurrence not less than \$ _____ and not less than \$ _____ annual aggregate limit.
- b. An endorsement to the Commercial General Liability or Automobile Liability policy, covering Contractor's or subcontractor's liability for bodily injury, property damage, and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the Contractor that arise from the goods delivered or services (including transportation risk) performed by Contractor under this Contract is also acceptable.

8. Excess/Umbrella Insurance.

- a. A combination of primary and Excess/Umbrella Insurance may be used to meet the required limits of insurance. When used, all of the primary and umbrella or excess policies must provide all of the insurance coverages required herein, including but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The umbrella or excess policies must be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess/umbrella, and which also apply to a loss covered hereunder, must be called upon to contribute to a loss until the Contractor's primary and excess/umbrella liability policies are exhausted.
- b. If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate(s) of Insurance must include a list of all policies that fall under the Excess/Umbrella Insurance.

9. Additional Insured:

- a. All liability insurance, except for Workers' Compensation, Professional Liability, Directors and Officers 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, but only with respect to Contractor's goods to be delivered and services to be performed under this Contract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

- b.** Regarding Additional Insured status under the General Liability policy, ODHS requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's goods to be delivered and services performed under this Contract. The Additional Insured endorsement with respect to liability arising out of ongoing operations must be on, or at least as broad as, ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on, or at least as broad as, ISO form CG 20 37.
- 10. Waiver of Subrogation.** Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against ODHS or State of Oregon by virtue of the payment of any loss. Contractor shall obtain any endorsement that may be necessary to affect this Waiver of Subrogation, but this provision applies regardless of whether or not ODHS has received a Waiver of Subrogation endorsement from Contractor or the Contractor's insurer(s).
- 11. Continuous Claims Made Coverage.** If any of the required liability insurance 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 goods and 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.
- 12. Certificate(s) and Proof of Insurance.** Contractor shall provide to ODHS Certificate(s) of Insurance for all required insurance before delivering any goods or performing any services required under this Contract. The Certificate(s) of Insurance must list the State of Oregon, its officers, employees, and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) of Insurance 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(s) 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 under this Exhibit.
- 13. Notice of Change or Cancellation.** 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).

14. **Insurance Requirement Review.** Contractor agrees to periodic review of insurance requirements by ODHS under this Contract and to provide updated requirements as mutually agreed upon by Contractor and ODHS.
15. **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.