

From: Gelser Sen <Sen.SaraGelser@oregonlegislature.gov>
Date: Friday, March 1, 2024 at 8:35 AM
To: PAKSERESHT Fariborz <FARIBORZ.PAKSERESHT@odhs.oregon.gov>, Pfeiffer Michelle H <MICHELLE.H.PFEIFFER@odhs.oregon.gov>, Flint-Gerner Aprille <Aprille.Flint-Gerner@odhs.oregon.gov>, Sen Manning <Sen.JamesManning@oregonlegislature.gov>, Sen Weber <Sen.SuzanneWeber@oregonlegislature.gov>, Prozanski Sen <Sen.FloydProzanski@oregonlegislature.gov>, Sen Robinson <Sen.ArtRobinson@oregonlegislature.gov>, Wagner Sen <Sen.RobWagner@OregonLegislature.gov>, Rep Gamba <Rep.MarkGamba@oregonlegislature.gov>, Mooney Emily <Emily.Mooney@oregonlegislature.gov>, Donley Angela <Angela.Donley@oregonlegislature.gov>, CURRANS-HENRY Rachel * GOV <Rachel.CURRANS-HENRY@oregon.gov>, Berri Leslie <Berri.Leslie@state.or.us>, TIBBS Abby * GOV <Abby.TIBBS@oregon.gov>
Cc: Sokolovska Iva <Iva.Sokolovska@oregonlegislature.gov>
Subject: Second Request: Hearing materials before closing of record

Dear Fariborz,

I am following up from this communication yesterday regarding the materials you assured the committee that you had available and would provide to us right away. I would like to receive them from you so that they can be added to OLIS before the record closes later today.

- In the hearing you indicated that you were in possession of an incomplete but scientifically based curriculum of “over 100 pages” from Dynamic Life. I have attached the only curriculum that was disclosed through public records requests.
- The fiscal information should also be readily available as it is simply confirmation of paid invoices on a specific contract over a 10 month period. As indicated, public records demonstrate the monthly payments of \$88,888.88 were [authorized by the D4 Manager](#) after she declined to issue a “cure” letter related to [identified deficiencies in November 2023](#). (See attached). As mentioned before, there is no indication in Oregon Buys that this contract was canceled or changed to reduce the \$1.3 million total contract. I’ve also attached text messages referencing the increase of the larger contract from \$7 million to \$12 million in late November/early December. This also includes the reference I made during the hearing to the D4 district manager/contract administrator providing a heads up to Dynamic Life leadership regarding a forthcoming call about legal issues.
- At the hearing you testified that you had the breakdown of the \$300,000 in start up fund expenditures and that you would provide them to us. This should be easy to provide as it was required to be submitted in the spring of 2023 as per the contract. Though you kindly took the time to read [the contract](#) to us during the hearing, I am including that language here again for easy reference:

“ODHS will provide a one-time start-up payment to Contractor upon execution of this Contract and a completed invoice pursuant to Exhibit A, Part 2., “Payment and Financial Reporting”. Contractor shall use the start-up funds only for costs that are directly associated with program development and implementation pursuant to Section 4.a. of this Exhibit

A, Part 1, "Statement of Work". Start-up funds must be spent within 60 calendar days of receipt of the funds. Contractor shall prepare and submit a report to ODHS no later than 60 calendar days after receipt of the funds that describes and documents in detail how the start-up funds were utilized including an itemized list of actual costs. Contractor shall provide original receipts to ODHS upon request. Any remaining start-up funds, not spent within 60 calendar days of receipt of the funds, must be returned to ODHS within 75 calendar days of receipt of the funds."

"Upon execution of this Contract, and a completed and submitted invoice, ODHS will disburse a one-time payment to Contractor for start-up costs in the amount of \$300,000.00 to be spent pursuant to Exhibit A, Part 1, "Statement of Work", Section 4.b., "Start-up Costs"."

Thus far, the only formal response received regarding questions submitted on behalf of the committee in January and by me in the months prior, were in a memo issued on February 5 under your signature that read:

8. There are two contracts for Dynamic Life, including one that describes the services provided by DL as services provided by a Child Caring Agency. In both contract, Dynamic Life is providing around the clock care and supervision to CW kids, is responsible for developing service plans, is responsible for providing transportation and managing services, is responsible for medication administration and case planning and is responsible for informing ODHS about the new placement/transfer of kids at the end of the contract (see termination letter). How are these services distinguished from Child Caring Agency?

The language in the contract was intended to hold Dynamic Life accountable to comparable standards as a CCA. Dynamic Life was pursuing CCA licensure under a "mobile CCA" concept that was in development and Dynamic Life agreed to be held to the same standards as CCAs in their contract, even though they didn't meet this definition.

9. Please provide the written reports required by the contracts as well as the final package of resources produced by Dynamic Life related to the mobile child caring agency contract.

DL was not required to produce written reports pursuant to their contract. The District Manager met with the provider two times per month. The Mobile CCA License application was a contracted deliverable and was produced by the provider. The Mobile CCA has not been mobilized or implemented. Additional records can be obtained through a public records request.

10. If these reports were not submitted and the final package was not delivered, were the payments for these services clawed back by the agency? Please see the answer to #9. No funds were "clawed back".

Finally, I did ask a question at the hearing regarding the timing of the purchase of the home on Pudding Creek (in Nathan and Tracy Webber's names in their individual capacity) the same month he received the lump sum payment of \$300,000. ODHS later paid him for use of that home from July though at least November. It is my understanding that ODHS still had a youth in that home as late as January of 2024.

Although legislators were initially told last fall that all rentals were done through online platforms such as AirBnB, it appears payment was more direct. I've attached the July invoice from "Pudding Creek Lodging, c/o Tracy Webber" to Dynamic Life (operated by Nathan Webber). ODHS then reimbursed Dynamic Life for these invoices on top of the payments in the two contracts. It's worth noting that there was and is no registered business in Oregon named "Pudding Creek Lodging." Even if this rental was only used through December, that is an **additional \$37,014 in public funds that went to Nathan and Tracy Webber on top of the two contracts.** Hopefully you can see why this information is concerning and given the context, raises some questions about any connection between the early February \$300,000 payment and the February 23 purchase of the house on Pudding Creek.

I've also attached a communication regarding a situation where DL staff was eating a family's food and failing to provide food for the child, causing the family to need to pay expenses they could not afford. ODHS reimbursed the family \$1500 for the food and the D4 district manager/contract administrator [declined to obtain reimbursement for these costs from Dynamic Life.](#) Again, these are public funds benefiting DL that are above and beyond what was in the two contracts that together were valued at over \$13 million.

Thank you in advance for providing this information as quickly as possible so that we can include it in the hearing record prior to the record closing this afternoon. I have copied Iva here for your convenience.

Sincerely,
Sara

Senator Sara Gelser Blouin

Pronouns: She/Her/Hers

Senate Majority Whip

Chair, Senate Human Services Committee

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From: Gelser Sen <Sen.SaraGelser@oregonlegislature.gov>

Date: Thursday, February 29, 2024 at 12:11 PM

To: PAKSERESHT Fariborz <FARIBORZ.PAKSERESHT@odhs.oregon.gov>, Pfeiffer Michelle H <MICHELLE.H.PFEIFFER@odhs.oregon.gov>, Flint-Gerner Aprille <Aprille.Flint-Gerner@odhs.oregon.gov>

Cc: Sokolovska Iva <Iva.Sokolovska@oregonlegislature.gov>

Subject: SHS Follow Up

Dear Fariborz, Aprille and Michelle,

Thank you for your presentation to the Senate Human Services Committee yesterday. At the hearing you said that you had certain materials that you would make available to us immediately. I've copied Iva on this email so that when you send them over later today they can be uploaded into OLIS under yesterday's agenda and distributed to the full committee.

I believe these are the items discussed.

- The full curriculum delivered by Dynamic Life (you indicated it was just under 100 pages and included scientifically based strategies)
- Any reports delivered by Dynamic Life
- The complete breakdown of the expenditure of funds from the \$300,000 initial lump sum payment, with specificity about the amounts spent on each item, its source and its purpose. Basically, just the report that was required in the contract.
- The total number of monthly \$88,888.88 invoices paid. According to public records released so far, invoices were approved as late as November which would have led to at least 9 payments (monthly from March through November). The contract was never canceled and there is no documentation in Oregon Buys related to a contract amendment that would eliminate the monthly payments. If there was a cancellation or stop payment it would be helpful to see that.

Thank you for your help with these and your assistance in better understanding how these funds were spent.

On an unrelated note, I was a little alarmed to hear Nathan Webber indicate that he currently has an adult foster home, a child foster home and spent much of the past year living out of a suitcase and sleeping in hotels with kids. I don't completely understand how it is possible to do all of those things at one time. I will also raise those concerns directly to Marion County DD as I know that is the entity that licenses the DD foster homes.

Sincerely,
Sara

Senator Sara Gelser Blouin

Pronouns: She/Her/Hers

Senate Majority Whip

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