



Contract Number 167671

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

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

**Willamette Valley Hospice Inc.
dba Edward F. Tokarski Home
Attn: Iria Nishimura
Mailing: 1015 3rd Street NW, Salem, Oregon 97304
Service: 1020 Elm Street, Salem, OR 97304
Phone: 503.763.2331
Email: iria.nishimura@wvh.org**

hereinafter referred to as “Contractor.”

Work to be performed under this Contract relates principally to ODHS’

**Aging and People with Disabilities
Central Delivery Supports Unit
500 Summer Street NE
Salem, OR 97301
Contract Administrator: Erin L. Drake or delegate
Telephone: 503.798.1324
E-mail address: Erin.L.Drake@dhs.oha.state.or.us**

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 **February 1, 2021**, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Contract shall expire on **January 31, 2023**. 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.

2. Contract Documents.

a. This Contract consists of this document and includes the following listed exhibits which are incorporated into this Contract:

- (1) Exhibit A, Part 1: Statement of Work
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Provisions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Insurance Requirements
- (6) Exhibit D: Federal Terms and Conditions

There are no other contract documents unless specifically referenced and incorporated in this Contract.

b. This Contract and the documents listed in Section 2., "Contract Documents", Subsection a. above, shall be in the following descending order of precedence: this Contract less all exhibits, Exhibits D, B, A, and C.

3. Consideration.

a. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is **\$1,065,240.00**. ODHS will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work and will not pay for Work performed before the date this Contract becomes effective or after the termination or expiration of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

b. Interim payments to Contractor shall be subject to ORS 293.462, and shall be made in accordance with the payment schedule and requirements in Exhibit A, Part 2., "Payment and Financial Reporting."

c. ODHS will only pay for completed Work under this Contract. For purposes of this Contract, "Work" means the tasks or services and deliverables accepted by ODHS as described in Exhibit A, Part 1, "Statement of Work."

4. Contractor or Subrecipient Determination. In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, ODHS' determination is that:

- Contractor is a subrecipient Contractor is a contractor Not applicable

**Exhibit A, Part 1
Statement of Work**

Services shall be provided at:

Edward F. Tokarski Home
1020 Elm Street NW
Salem, OR 97304

1. Introduction.

Contractor owns and operates the licensed Adult Foster Home identified above. This Exhibit A describes Contractor’s services and associated obligations for Contractor’s services for Medicaid-Eligible Individuals who are authorized to receive services at Contractor’s Adult Foster Home (“Work”). This Exhibit A also describes ODHS’ payment obligations for Contractor’s Work. Contractor shall perform the Work as described in this Exhibit A and shall comply with all other duties and obligations described in this Contract.

2. Definitions.

In addition to all terms defined in the Contract, the definitions in OAR 411-049 apply to and are incorporated into this Contract. If a conflict exists between any terms defined in this Contract and the terms defined in OAR 411-049, the terms defined in OAR 411-049 shall take precedence.

- a. **“ODHS Designee”** refers to the staff person identified and authorized by the local ODHS or AAA office as the employee primarily responsible for coordinating the Medicaid-Eligible Individual’s care with the Contractor (ODHS or AAA Case Manager and/or Transition Coordination.)
- b. **“Specific Needs Services”** refers to the payment process and standards identified in OAR 411-027. Programs with Specific Needs contracts provide specialized services designed to meet the needs of persons in a specific Target Group which exist as the result of a condition or dysfunction which requires more than the minimum scope of services of this Contractor.
- c. **“Target Group”** (for purposes of this Contract) means a person who has been physician certified as terminally ill, with a 6-month or less life expectancy if the disease takes its normal course, and meets criteria for a Hospice Program.

In order for Target Group Individuals to be admitted to this Adult Foster Home they must meet all of the following criteria:

- (1) be dependent in one or more of their 4 primary Activities of Daily Living (ADLs) (mobility, eating, toileting, or cognition); and

- (2) have a complex health need demonstrated by enrollment in a Hospice Program or conditions which require On-Site nursing services at least once per week.

3. Services.

- a. Contractor shall perform all Work and operate its Adult Foster Home in accordance with the ODHS' Adult Foster Homes Administrative Rules, OAR 411-049 through 411-052, and all applicable federal laws.
- b. Contractor shall designate a staff person as Contractor's primary contact for communications between Contractor and ODHS.
- c. Under this Contract, Contractor shall make the best effort to ensure that the majority of Individuals in the Adult Foster Home are Medicaid-Eligible; meeting the Target Population definition. In addition, Contractor shall not designate specific areas of its Adult Foster Home for Medicaid-Eligible Individuals served under this Contract.
- d. Contractor shall notify ODHS' designee of all issues, including any absence of any Medicaid-Eligible Individual from the Adult Foster Home, which may affect Contractor's Work or payment for Contractor's Work.
- e. Contractor shall not disclose any information to third parties concerning Medicaid- Eligible Individuals under this Contract, except with written consent of the Medicaid-Eligible Individual, the Medicaid-Eligible Individual's legal guardian, or other person acting with power of attorney for the Medicaid-Eligible Individual, and in compliance with all applicable state and federal law requirements.
- f. In addition to the services described in the ODHS' Adult Foster Homes Administrative Rules, OAR 411-049 through 411-052, and all applicable federal laws, Contractor shall perform the following services:
 - (1) Eligibility, Admission, and Discharge Process:
 - (a) All persons eligible for Specific Needs services must meet the Target Group definition and be eligible for ODHS services under the currently funded Service Priority levels in Long Term Care Service Priorities for Individuals served under OAR 411-015-0000 through 411-015-0100.
 - (b) Contractor must screen all potential placements and obtain nursing consultation, as needed, to determine appropriateness

of placement.

- (c) Contractor must contact the ODHS Designee for coordination of potential placements.
- (d) The ODHS Designee must complete the 0490 Screening Form and send to Central Office within 5 days of proposed admission date for approval of admission and placement coordination. Completed form signed by Central Office shall constitute prior authorization for payment.
- (e) When a specific Individual has needs which can no longer be met in the current setting, the Contractor shall coordinate the care planning team to create a strategy to support the Individual and to develop a discharge or transition plan prior to issuing any move-out notice.
- (f) Involuntary moves, transfers, and discharges must be in accordance with the ODHS' Adult Foster Homes Administrative Rules OAR 411-050. No Individual served under this Contract may be discharged from the Adult Foster Home without the prior review and approval by the ODHS' Designee.

(2) Staffing: Staffing must be in compliance with Adult Foster Home Administration Rules, OAR 411-050 and at a minimum provide the following:

- (a) Direct Care Staffing: There must be a minimum of 1 licensed CNA direct care staff awake on all shifts. CNA staff must be trained in accordance with the Staff Training section of this Contract, On-Site and providing direct care services on all shifts.
- (b) The Contractor or Resident Manager must be On-Call and available 24/7.
- (c) One FTE direct care staff must be designated to implement and coordinate activities for all Individuals.
- (d) Nursing: A licensed Registered Nurse (RN), with current Oregon licensure verified through the Oregon State Board of Nursing, must be On-Site a minimum of 5 hours per month and available on-call 24/7 for consultation. The RN must provide the following services:
 - i. Assist with screening prospective Individuals to

determine if their needs can be met by the program staff and services;

- ii. Assist with the development of the initial care plans for each Individual within the first 14 days of move-in;
- iii. Participate with care planning team to review ongoing care plans on a quarterly basis or more frequently as needed;
- iv. Conduct On-Site nursing assessments and create a nursing plan for each Individual every 6 months, or with any change of condition;
- v. Be responsible for delegation, teaching, and documentation of tasks of nursing care as regulated by OAR chapter 851, division 047; and,
- vi. Provide review of the Contractor's medication system and ensure OAR 851-047-0000 is followed regarding the teaching of medication administration.

(3) Care Plans: Contractor is responsible for coordinating and implementing the care plans based on the needs of the Individual, and in accordance with the Adult Foster Home's licensure rules. In addition, the Contractor must:

- (a) Review each Individual's care plan with direct care staff at least once per week. Documentation of the review must list the participants and any changes made to the care plan;
- (b) Review the care plan and treatment goals with the Individual. The Individual's response to the care plan must be documented; and
- (c) Document circumstances if the Individual refuses participation in the review of their care plan, or if his/her presence is contraindicated.

(4) Activities:

- (a) Contractor shall arrange or coordinate activities which promote or help sustain the physical and emotional well-being of Individuals, as well as cognitive abilities. The activities must be person directed and available during Individual waking hours on a daily basis.
- (b) Each Individual must be evaluated for activities according to

licensing regulations. In addition, the evaluation must address the following:

- i. Past and current interests;
 - ii. Current abilities and skills;
 - iii. Emotional and social needs and patterns;
 - iv. Physical abilities and limitations;
 - v. Adaptations necessary for the Individual to participate; and,
 - vi. Identification of activities for behavioral interventions.
- (c) An individualized activity plan must be developed for each Individual based on their activity evaluation. The activity plan must reflect the Individual's activity preferences and needs.
- (d) A selection of daily person-centered activities must be available on all shifts and included on the Individual's activity plan. Daily activity options based on the Individual evaluation may include but are not limited to:
- i. One-on-one activities that encourage positive relationships between Individuals and staff;
 - ii. Spiritual, creative, and intellectual activities; and
 - iii. Sensory stimulation activities.
- (5) **Adjunct Services:** Contractor shall arrange and coordinate all nursing, medical, and ancillary services. The Contractor must coordinate safe transportation to all health and rehabilitation care visits outside the Adult Foster Home for all Individuals. Contractor must ensure the Individual is accompanied during all medical and rehabilitation visits. There must be documentation in the Individual's record of all medical and rehabilitation visits outside the Adult Foster Home.
- (6) **Staff Training:** In addition to the requirements in 411-050, Contractor must ensure that all direct care staff have the following training:
- (a) As part of the annually required 12 hours of ODHS approved training, Contractor shall provide or arrange for training on topics specific to the target population; and
 - (b) All direct care staff must receive an additional 4 hours per year of ODHS approved training focused on end of life, Hospice and palliative care.

- (7) Confidentiality: A HIPAA compliant release of information must be signed by the Individual or legal representative to ensure all members of the care planning team have access to the information necessary to provide appropriate treatment.
- (8) Administrative Requirements:
 - (a) Contractor must make written notification to the ODHS at least 90 days prior to a voluntary termination of its Contract to assure a smooth, safe transition of the Individual to another care setting.
 - (b) Contractor agrees to participate in ODHS or ODHS Designee review of the Adult Foster Home prior to the renewal of the Contract period.