



Contract Number 171658

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

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

**Ohana Medford Operations, LLC
dba Orchards Assisted Living
Attn: Matthew Hilty
Mailing Address: 325 2nd Street, Apt 403, Lake Oswego, OR 97034
Service Address: 1018 Royal Court, Medford, OR 97504
Telephone: 503.250.3825
Email: mhilty@ohana-ventures.com**

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, Oregon 97301
Contract Administrator: Melissa Taber or delegate
Telephone: 503.269.4565
Email address: melissa.g.taber@dhsaha.state.or.us**

- 1. Effective Date and Duration.** This Contract, when fully executed by every party, shall become effective on **October 1, 2021** as approved by the Department of Justice, regardless of the date of execution by every party. Unless extended or terminated earlier in accordance with its terms, this Contract shall expire on **August 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.

EXHIBIT A
Part 1
Statement of Work

Contract Type: Assisted Living Facility Specific Needs Contract

Contract Capacity: Not to exceed capacity of 12 Contracted Residents (Individuals) at any one time during the term of this Contract.

Governing Administrative Rules: Contractor must adhere to the following governing rules, as applicable, while performing Work under this Contract: Residential Care and Assisted Living Facilities Oregon Administrative Rules Chapter 411, Division 054; Medicaid Long-Term Care Service Administrative Rules Chapter 411 Division 015; Specific Needs Services Oregon Administrative Rules Chapter 411, Division 027; Behavior Support Services Administrative Rules Chapter 411, Division 046 and all other applicable state and federal laws.

Orchards Assisted Living
1018 Royal Court
Medford, OR 97504

1. Definitions

- a. “Activities of Daily Living” or “ADL”** means those personal, functional, activities required by an Individual for continued well-being, health, and safety. Activities consist of eating, dressing, grooming, bathing, personal hygiene, mobility (ambulation and transfer), elimination (toileting, bowel, and bladder management), cognition and behavior.
- b. “Activity Plan”** means the plan that is developed for each Individual based on their activity assessment. The Activity Plan should include strategies for how these activities can become part of the Individual’s daily routines. For purposes of this Contract the Activity Plan is developed by the Activities Coordinator.
- c. “Area Agency on Aging” or “AAA”** means the ODHS designated agency charged with the responsibility to provide a comprehensive and coordinated system of services to older adults or Individuals with disabilities in a planning and service area. For purposes of these rules, the term Area Agency on Aging is inclusive of both Type A and Type B Area Agencies on Aging as defined in ORS 410.040 and described in ORS 410.210 to 410.300.
- d. “Available”** means being physically present to meet the needs of an Individual.
- e. “Behavior Support Plan”** means the written document that describes individualized proactive support strategies designed to make the Individual’s challenging behaviors irrelevant, inefficient, or ineffective while reinforcing alternative behavior that achieves and satisfies the same need as the challenging behavior. The Behavior Support Plan shall identify direct care staff interventions to help direct care staff deescalate, reduce, or tolerate the challenging behavior when it occurs. The strategies focus on environmental, social, and physical factors that affect the behavior, while including supports for communication, personal choice, and specific preferences.

- f. **“Behavior Support Services (BSS)”** per OAR 411-046-0100 through 0220 means a set of Medicaid funded Services that include:
- (1) Person-centered evaluation;
 - (2) A Behavior Support Plan;
 - (3) Coaching for designated direct care staff on Behavioral Support Plan implementation;
 - (4) Monitoring to evaluate the Behavioral Support Plan’s impact;
 - (5) Revision of the Behavioral Support Plan;
 - (6) Updated coaching and activities; and
 - (7) May include consultation with the direct care staff on mitigating behaviors that place an Individual's health and safety at risk and to prevent institutionalization.
- g. **“Case Manager”** and **“Diversion/Transition Coordinator”** means an employee of ODHS or AAA who is responsible for service eligibility, assessment of need, offering services choices to eligible Individuals, service planning, services authorization and implementation, and evaluation of the effectiveness of Medicaid home and community-based services. This position serves as the ODHS Designee (see definition below.)
- h. **“Contract Administrator”** means the ODHS staff person accountable for monitoring and ensuring compliance with the terms and conditions of the Contract and ensuring that all requirements are met.
- i. **“Individual”** means the ODHS consumer who meets the Target Group definition and receives Services under this Contract.
- j. **“Instrumental Activities of Daily Living”** or **“IADL”** means tasks consisting of housekeeping, laundry, shopping, transportation, medication management, and meal preparation.
- k. **“LPN”** means Licensed Practical Nurse.
- l. **“Nursing Service Plan”** means the plan that is developed by the registered nurse based on an Individual’s initial nursing assessment, reassessment, or updates made to a nursing assessment as a result of monitoring visits. The Nursing Service Plan must describe all licensed nursing services the Individual shall receive and be pursuant to the Individual’s Service Plan.
- m. **“ODHS”** means Oregon Department of Human Services.
- n. **“ODHS Designee”** refers to the ODHS or AAA Case Manager or Diversion/Transition Coordinator primarily responsible for coordinating the Individual’s Services.
- o. **“On-Call”** means available to participate in discussion or for inquiries, even when not present at the service location.
- p. **“On-Site”** means at the specific service location.

- q. **“Rehabilitation Plan”** means a plan developed and reviewed annually by a licensed therapist to assist an Individual with increasing, maintaining or developing occupational, speech, respiratory, cognitive, or physical skills.
- r. **“RN”** means Registered Nurse.
- s. **“Service Plan”** means the written, individualized plan for Services, developed by the Service Planning Team, that reflects the Individual’s capabilities, choices, and if applicable, measurable goals and managed risk issues. The Service Plan defines the division of responsibility in the implementation of the Services, as well as when and how often care and Services shall be provided.
- t. **“Service Planning Team” or “SPT”** means a team who includes the Individual and/or the Individual’s identified support network, Contractor’s Healthcare Director, Licensed Nurse, Activity Coordinator, Social Services, Administrator or designee and DHS Designee. The team is responsible for overseeing the Individual’s Service Plan and all other associated plans or Services in this Contract.
- u. **“Specific Needs Services”** refers to the specific needs’ settings contracts identified in OAR 411-027-0075(4). A specific needs setting contract pays a rate in excess of the rate schedule to providers who care for Individuals whose service needs exceed the service needs encompassed in the base payment and add-on’s.
- v. **“Target Group”** for purposes of this Contract, means the population of Individuals who meet the following documented criteria prior to admission:
 - (1) Eligible for Medicaid Long-Term Care Services per OAR Chapter 411 Division 015 rules; and
 - (2) Currently residing in a nursing facility or is at risk for a nursing facility placement; and
 - (3) History of unsuccessful placements or service needs that make it difficult to secure a standard placement; and
 - (4) Require one or more of the following:
 - (a) 2-person full assist with mobility or transfers;
 - (b) Rehabilitation Plan developed by a licensed therapist including but not limited to a Physical Therapist, Occupational Therapist, Speech/Language Therapist, Recreation Therapist;
 - (c) Clinical Treatment Plan developed by a licensed medical professional, requiring RN assessment more than one day per week or has ongoing tasks of nursing that cannot be delegated; or
 - (d) Enrollment in Palliative or Hospice Care.
- w. **“Transition Planning”** for purposes of this Contract, means the documented assessment and planning activities, coordinated and developed by Contractor prior to admission, to discuss all elements of the Individual’s care, resulting in sound admission and transition plan.

2. Contractor's Services

- a.** Contractor shall perform all Services in accordance with the State of Oregon Residential Care and Assisted Living Facilities Administrative Rules, OAR Chapter 411 Division 054 rules and all applicable county, state and federal laws.
- b.** Contractor shall notify the Contract Administrator and ODHS Designee within ten (10) days of any vacancy of Contractor's Administrator or Health Care Director. Contractor shall provide the Contract Administrator with a plan of how the vacancy will be covered and process for filling the position.
- c.** Contractor shall ensure that all Individuals served under this Contract meet the Target Group requirements.
- d.** Contractor shall notify the ODHS Designee of an unexpected and immediate absence of the Individual from the residential program. Examples include but not limited to:
 - (1) Involuntary Exit
 - (2) Hospitalization
 - (3) Arrest

3. Eligibility

ODHS shall have no financial responsibility for Services provided to an Individual until such time as the subject Individual's eligibility has been determined, the placement and payment have been authorized by ODHS, and the Transition Planning Meeting has occurred. The service payment shall become effective on the date of placement or effective date of eligibility pursuant to this Contract.

4. Referral and Admission Process

- a.** ODHS has sole and final approval authority over all Contract admissions.
- b.** All Medicaid admissions under this Contract must be approved by ODHS Central Office prior to admission.
- c.** Contractor shall screen all Individuals being considered for placement under this Contract and review screening results and all related service planning information with relevant Service Planning Team members, including the ODHS Designee, prior to establishing a targeted admission date.
- d.** Contractor and the ODHS Designee shall mutually determine the targeted admission date and mutually confirm the actual admission date after receiving confirmation of ODHS Central Office final approval.
- e.** Contractor shall engage in assessment and planning activities prior to Individual's placement with Contractor, resulting in sound admission and transition development and coordination. Contractor shall ensure there is documentation supporting the completion of these activities in the Individual's service record to include all subsequent Service Plans.
- f.** Contractor shall coordinate and participate in a minimum of one Transition Planning meeting prior to the targeted admission date with Individual and/or the

Individual's identified support network, both the referring and receiving ODHS Designee and a representative of the provider(s) currently providing Services to the Individual (as applicable). The purpose of the Transition Planning is to ensure timely and sound transition planning. Transition Planning participants shall:

- (1) Identify ODHS Designee and Contractor Transition Planning roles and responsibilities;
- (2) Identify guardian, representative payee, and designated representative assignments;
- (3) Identify primary care physician and other health care provider(s);
- (4) Identify Individual's transition needs to include but not limited to: DME, medications, transportation, supplies, ancillary services, etc.;
- (5) Review medical needs with a plan to ensure coordination of medical benefits and services; and
- (6) Review existing Services or Plans and identification of staffing needs.

5. Discharge Process

- a.** Contractor shall comply with all involuntary move-out criteria set forth in OAR 411-054-0080;
- b.** Contractor shall notify the Contract Administrator and ODHS Designee in writing of their intent to issue an Involuntary move-out notice;
- c.** Contractor shall provide the Contract Administrator and ODHS Designee with a copy of the approved move-out notice; and
- d.** Contractor shall engage in discharge and transition planning with the Individual and their identified support network, as well as the Contract Administrator and ODHS Designee.

6. Service Planning Team

Contractor shall designate an administrative employee whose position description includes scheduling, facilitating, coordinating, overseeing and documenting quarterly Service Planning Team (SPT) meetings. Health care providers are invited to participate in the SPT meeting.

The Service Planning Team shall:

- a.** Review each Individual's Service Plan and attached component plans on a quarterly basis, or more frequently if the Individual's physical or behavioral health deteriorates, with subsequent updates to the Service Plan and all attached component plans as needed.
- b.** Document participation and attendance in the Service Plan meetings. Virtual participation is acceptable but must be documented. Team members who are unable to attend the meeting must receive copies of the updated Service Plans.
- c.** Oversee communication and implementation of any changes to the Service Plan and all attached component plans to Contractor's direct care staff in a timely manner.

- d. Designate a SPT member to review the Service Plan with the Individual in a manner which encourages the Individual's fullest participation possible in the planning process, assures the Individual's preferences, goals and ability to self-direct are maximized and that the Individual is given opportunity to choose IADL, ADL and activities on a daily basis. The Individual's response to this review must be documented.
- e. Review changes in behavioral status and critical incidents, and modify Behavior Plans as necessary, to promote Individual safety and stability.
- f. Engage Contract Administrator and ODHS Designee within 72 hours of a change of condition which results in an immediate revision to the Service Plan or a Less-Than-30-Day notice.

7. **Staffing Levels**

Staffing levels must comply with the licensing rules of the facility, OAR Chapter 411 Division 054 rules and be sufficient to meet the scheduled and unscheduled needs of Individuals. If Contractor is unable to meet staffing requirements as a result of extenuating circumstances, the Contractor will notify the Contract Administrator. Contractor shall ensure:

- a. Hiring of qualified staff and assure coverage to meet the needs of each Individual;
- b. All staff hired or who work with Individuals are experienced, qualified, well-trained persons who have an approved criminal history check;
- c. Current position descriptions are maintained and are available to Contract Administrator upon request; and
- d. Emergency backup and On-call information for the Behavior Consultant, licensed nurses and facility Administrator, as defined in OAR Chapter 411 Division 054 rules, are posted and available to direct care staff on all shifts to provide crisis management.

8. **Direct Care**

Contractor's direct care staff must assist Individuals with activities in Contractor's facility as well as activities and medical appointments in the community and must be trained in accordance with Section 17. Training of this Exhibit A, Part 1 Statement of Work.

For purposes of this Contract, direct care staffing shall increase pursuant to Individual census as outlined below:

- a. Contractor shall provide a minimum ratio of 1 staff for every 3 Individuals, with a total of four (4) direct care staff at full Contract capacity during day and evening shifts. Contractor shall provide a minimum ratio of 1 staff for every 4 Individuals, with a total of three (3) direct care staff at full Contract capacity, during night shift. Contractor shall increase staffing when it is warranted by Individual acuity.

- b. Included in the above direct care staffing, regardless of census, Contractor shall ensure at least one of the direct care staff on day and evening shifts includes one (1) designated Medication Aide.

9. Healthcare Director

Contractor shall provide .5 FTE staff designated Healthcare Director, dedicated to this Contract. The person in this position must have experience with operational aspects of running a residential program for people in the target population, supervising direct care staff and understand quality assurance procedures. Job description must designate responsibility for the following:

- a. Screening of referrals and other activities related to admission.
- b. Providing or ensuring availability of 24/7 continuous supervision, as well as ensuring access to emergency backup is available for direct care staff.
- c. Development of Individual-specific Service and Behavioral Plans.
- d. Development and provision of any Individual-specific training needed to implement the Individual's Service Plan.
- e. Schedule and provide facilitation of the Service Planning Team.
- f. Review each Individual's Service Plan with direct care staff at least quarterly.
- g. Manage staffing decisions including hires and training, performing staff screening, staff scheduling, conducting initial staff On-Site training, and scheduling On-Call coverage for all Contractor staff.
- h. Oversee the implementation of all training required by this Contract.
- i. Respond to Individual needs and issues while on site.
- j. Conduct record reviews and quality assurance checks of staff documentation.
- k. Ensure that Contractor's staff has all supplies necessary for daily life as well as emergency events.
- l. Liaison with ODHS Contract Administrator and ODHS Designee.
- m. Develop and implement policies and procedures necessary to implement services in this Contract.

10. Activity Coordinators

Contractor shall provide two (2) FTE Activity Coordinators staff to oversee and implement activity services. These staff will develop, oversee, and implement activities as described in this Contract. Responsibilities include ensuring direct care staff are trained on Individualized Activity Plans, and that Individuals can participate in activities seven days a week, even if Activity staff are not On-Site or Available. Contractor's Activity Director shall:

- a. Conduct a written assessment for each Individual that addresses, at a minimum, the following:

- (1) Past and current interests;
 - (2) Current abilities, skills and interests;
 - (3) Emotional and social needs and patterns;
 - (4) Adaptations necessary for the Individual to participate; and
 - (5) Identification of activities needs to supplement the Individual's Behavior Support Plan, when applicable.
- b. Develop of an Activity Plan for each Individual within 15 business days of admission, based on the Activity assessment. The resulting Activity Plan must meet the preferences of each Individual and be available on day and evening shifts, seven days per week. Activities shall include scheduled or planned as well as spontaneous activities, and which are collaborative and support the Behavior Support Plan. Activities may include, but are not limited to:
- (1) One-to-one activities that encourage positive relationships between Individuals and Contractor's staff (e.g. life story, reminiscing, music);
 - (2) Spiritual, creative, and intellectual activities;
 - (3) Sensory stimulation activities;
 - (4) Physical activities that enhance or maintain an Individual's ability to ambulate or move; and
 - (5) Outdoor activities.
- c. Be reviewed each month, and as needed by Contractor's Activity Coordinator, and modified as needed based on feedback from direct caregivers, SPT and the Individual's responses; and
- d. Provide training needed to Contractor's direct care staff to implement current Activity Plans.

11. Social Services

Contractor shall provide a .5 FTE for provision of Social Services. This staff must provide the following services:

- a. Family support services, in-house peer support groups.
- b. Referrals to community groups and services.
- c. Assistance with legal and financial issues including but not limited to court issues, representative payee services, assistance with paying bills, managing money and if needed providing application for guardianship.
- d. Advocacy to assist Individuals in need of obtaining legal identification, immigration status resolution, hearings, starting or retaining benefits and access to

needed community services including vocational or education opportunities, volunteer groups, support groups and transportation.

12. Dietary Services

Contractor shall provide 1 FTE dietary aide staff on day and evening shifts, available to accommodate any special dietary needs of the Individuals, including serving meals in rooms as requested.

13. Dietary Consultant

Contractor shall obtain forty (40) hours per month of a Dietary Consultant services. All Dietary Consultant services must be dedicated to the Individuals served by this Contract, and must include the following responsibilities:

- a. Assess Individual nutritional needs;
- b. Coordinate pre-admission person centered evaluation related to the Individual's dietary habits, goals and preferences;
- c. Work with facility RN or other involved medical professionals to evaluate appropriate diet concerns in relation to Individual health care needs;
- d. Develop and implement Individual nutrition plans;
- e. Nutritional plans should address health related concerns such as weight loss, strength-building, cholesterol, or diabetes management;
- f. Monitor dietary intake and results and adjust nutrition plans accordingly; and
- g. Work with the Individuals and Contractor's Health Care Coordinator to form support network.

14. Nursing Services

Contractor shall ensure an adequate number of nursing hours are provided relevant to the census and acuity. In addition to nursing requirements of OAR Chapter 411 Division 054 rules, Contractor shall:

- a. Provide .5 FTE Registered Nurse with current unencumbered Oregon licensure, who is available On-Call and accessible 24 hours per day, 7 days per week. Contractor's Registered Nurse shall provide oversight of Contractor's nursing staff and nursing services pursuant to OAR Chapter 411 Division 054 rules and this Contract;
- b. Provide 2.5 FTE Licensed Practical Nursing staff with current unencumbered Oregon licensure, and be On-Site 7 days per week;
- c. Ensure the following tasks are performed by Contractor's licensed nurses, within the scope of their license:
 - (1) Assist with the screening of prospective Individual to determine if their needs can be met under this Contract;

- (2) Provide focused assessments per OAR Chapter 851 Division 045 rules to assist with development of initial Service Plan, admissions, discharges, MARS, TARS and implementation of Individual Nursing Service Plans;
- (3) Ensure that each Individual receives a Nursing Service Plan that is pursuant to the Service Plan;
- (4) Review each Nursing Service Plan monthly or more frequently if the Individual experiences a significant change of condition and update quarterly;
- (5) Provide or ensure that each direct care staff has the training needed to support Individuals' Nursing Service Plans;
- (6) Ensure delegation, teaching and documentation of nursing care as regulated by OAR Chapter 851 Division 047 rules;
- (7) Provide a review of Contractor's pharmacy and medication system and ensure OAR Chapter 851 Division 047 rules compliance regarding the teaching of medication administration; and
- (8) Coordinate with Home Health, Hospice or a licensed health care provider for tasks that fall outside the scope of the facility and/or Contractor's nursing staff license(s).

15. Medical Director

Contractor shall provide 2 hours per month Medical Director services from a licensed medical provider for healthcare services, including consultation, complex medication regime supervision and On-Site provision of medical oversight.

16. General Health Service.

Contractor shall ensure that the Contractor's Registered Nurse has the responsibility to ensure that:

- a. Policy and protocols exist and are followed to ensure that an Individual's change of condition, and any required interventions, are communicated to direct care staff on each shift;
- b. Individuals are assisted in accessing the health care services they need or to which the Individuals are entitled from outside providers;
- c. All medical and Rehabilitation Plans are in alignment with the Individual's Service Plan. Contractor's staff must be trained to implement Rehabilitation Plans developed by licensed specialists (Occupational Therapist, Physical Therapist, Speech Therapist, etc.);
- d. Transportation for local non-emergent transports are arranged or provided for by Contractor's facility as needed to meet health care needs, activity needs or to support interventions identified in the Service Plan; and
- e. Community Attendants are arranged or provided during all local community activities (as outlined in the Individual's Activity or Behavioral Support Plan) and

health related appointments to ensure the Individual's safety and that information needed for the Individual's Service Plan is exchanged.

17. Training

Contractor shall ensure:

- a. All staff assigned to work with Individuals receive training on the Contractor's general policies and procedures, residential program operating policies and procedures, and all service plans and protocols specific to the Individual prior to placement of the Individual in the Contractor's residential program and on-going as policies, procedures, protocols, and plans are updated.
- b. All staff assigned to work with Individuals receive on-going behavioral and mental health training and education.
- c. Direct care staff receive a minimum of twelve (12) hours annually on clinical and care giving practices that are relevant to the Individuals served and are above the training standards and hours required by OAR Chapter 411 Division 054 rules for Contractor's licensure. Training must be focused on topics and/or issues that pertain to the Target Group. In-service training events shall have an identified trainer, clear objectives and learning goals for participants and not be simply discussion based. At least 50% of the training shall be completed in a classroom setting or interactive web-based curriculum such as live webinars.
- d. Contractor shall ensure all required training activities are documented and verifiable to include dates, topics, attendees and presenters.

18. Contract Review

- a. Contractor shall participate in a Contract review initiated by ODHS 90 days post-Contract execution and again annually thereafter.
- b. Contractor shall provide ODHS with all requested service documentation and financial statements needed to evaluate Contractor's performance during the term of this Contract.
- c. Contractor will provide management of the program's quality assurance and staff training programs. Contractor will develop quality assurance and training reports and make available to the Contract Administrator upon request.