



Contract Number 172220

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

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This is amendment number **02** to Contract Number **172220** between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as “**ODHS**,” and

Sapphire at Ridgeview, LLC
Db a Ridgeview Assisted Living Facility
Mailing Address: ~~127 NE 103rd Avenue, Suite A; Portland, OR 97220~~
Service Address: 872 Golf View Drive; Medford, OR 97504
Attention: Kevin Ricker
Telephone: 503-887-7395
E-mail address: KRicker@sapphirehealthservices.com

Contractor updated
their address 305 NE
102nd Ave., Ste. 250,

hereinafter referred to as “**Contractor**.”

1. This amendment shall become effective on the date it 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: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
 - a. **Section 1., “Effective Date and Duration.”**, to read as follows:
 1. **Effective Date and Duration.** This Contract, when fully executed by every party, shall become effective on the date it is approved by Department of Justice or on November 1, 2021, whichever date is later, regardless of the date it is fully executed by all parties. Unless extended or terminated earlier in accordance with its terms, this Contract shall expire on October 31, ~~2025~~**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.

- b. Section 3., “Consideration.”, Subsection a. only,** to read as follows:
- a.** The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is ~~\$11,105,964.00~~ **\$22,744,776.00**. 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 2, “Payment and Financial Reporting”, Section 1.a. only** to read as follows:
- a.** Considering all approved COVID-129 temporary rate increases to date, including the approved Wage Ad-On increase, Contractor to be paid as follows:
- (1) As consideration for the service provided by the Contractor for the time period of November 1, 2021, through June 30, 2022, unless otherwise amended, ODHS will pay to the Contractor:
\$8,169.00 prorated per month per Individual for up to 51 Individuals at any one time during the term of this Contract.
 - (2) As consideration for the service provided by the Contractor for the time period of July 1, 2022, through June 30, ~~2024~~2023, unless otherwise amended, ODHS will pay to the Contractor:
\$8,985.00 prorated per month per Individual for up to 51 Individuals at any one time during the term of this Contract.
 - (3) As consideration for the service provided by the Contractor for the time period of July 1, ~~2024~~2023, through ~~October 31, 2023~~, the end of the Contract, unless otherwise amended, ODHS will pay to the Contractor:
~~\$7,779.00~~ **\$9,434.00** prorated per month per Individual for up to 51 Individuals at any one time during the term of this Contract.
- To provide a buffer for potential future rate increases, the maximum payable to Contractor under this Contract, shown in Section 3.a. “Consideration”, is calculated using the highest monthly rate shown in Section 1.a. above. Any changes to the monthly rates listed in Section 1. “Payment Provision” above, must be done through a Contract Amendment.

- 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

EXHIBIT A
Part 1
Statement of Work

Contract Type: Assisted Living Facility Specific Needs Contract

Contract Capacity: Not to exceed Contractor’s licensed Assisted Living Facility capacity of 51 Contracted Residents (aka 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, all other applicable state and federal laws.

Ridgeview Assisted Living Center
872 Golfview Drive
Medford, Oregon 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 Activity 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.
- 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 Contract, 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 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 Plan shall identify direct care staff interventions to

help 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. **“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. For purposes of this Contract, this position serves as the ODHS Designee.
- g. **“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.
- h. **“Individual”** means the ODHS consumer or Resident who meets the Target Group definition and receives Services under this Contract. For the purposes of this Contract, Individual and Client are interchangeable terms.
- i. **“Instrumental Activities of Daily Living”** or **“IADL”** means tasks consisting of housekeeping, laundry, shopping, transportation, medication management and meal preparation.
- j. **“LPN”** means Licensed Practical Nurse.
- k. **“Nursing 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 Plan must describe all licensed nursing services the Individual shall receive and be pursuant to the Individual’s Service Plan.
- l. **“ODHS”** means Oregon Department of Human Services.
- m. **“ODHS Designee”** refers to the ODHS or AAA Case Manager or Diversion/Transition Coordinator primarily responsible for coordinating the Individual’s Services.
- n. **“On-Call”** means available to participate in discussion or for inquiries, even when not present at the service location.
- o. **“On-Site”** means on or at the specific service location.
- p. **“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.
- q. **“RN”** means Registered Nurse.
- r. **“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.

- s. **“Service Planning Team” or “SPT”** means a team who includes the Individual and/or the Individual’s identified support network, Contractor’s Administrator or designee, licensed nurse, Activities Director, Resident Care Coordinator and the ODHS designee. The team is responsible for overseeing the Individual’s Service Plan and all other associated plans or Services in this Contract.

- t. **“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 a group of Individuals whose service needs exceed the service needs encompassed in the base payment and add-on’s.

- u. **“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 pursuant to OAR Chapter 411 Division 015 rules;
 - (2) Currently residing in a nursing facility, at risk for a nursing facility placement or houseless;
 - (3) Has a history, is at risk for or currently exhibiting one of the following:
 - a) Dangerous or criminal behavior resulting in hospitalization, criminal charges; injury to self or others;
 - b) Physical or sexual aggression towards others;
 - c) Disruptive or agitated behaviors with the potential to cause harm to self or others;
 - d) Abusive behavior towards others;
 - e) Refusal of medications or health care services which may result in legal or healthcare risks to self or others;
 - f) Complex psychiatric medication regimen requiring On-Site RN review of medications at least weekly;
 - g) Addiction to prescription narcotics, alcohol or substances which are illegal at federal and/or state levels and require additional care planning and staff training; and
 - h) Depressive symptoms which may include but are not limited to social

isolation, lack of self-care; decreased level of functioning.

(4) And require one or more:

- a) Rehabilitation Plan developed by a licensed therapist including but not limited to a Physical Therapist, Occupational Therapist, Speech/Language Therapist or Recreation Therapist;
- b) Clinical Treatment Plan developed by a licensed medical professional for chronic disease management, including but not limited to a Primary or Specialty Physician, Psychologist, Psychiatrist, Licensed Clinical Social Worker or Certified Alcohol and Drug Counselor; or
- c) Behavior Support Plan.

v. **“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 a 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 10 days of any vacancy of Contractor’s Administrator, Assistant Administrator, Resident Care Coordinator or licensed nursing staff. 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 shall be invited to participate in the SPT as needed.

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 resident 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 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 licensed nurses and facility Administrator are posted and available to direct care staff on all shifts to provide crisis management.

8. Direct Care Staffing

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 16. Training of this Exhibit A, Part 1 Statement of Work. For purposes of this Contract, direct care staffing is outlined below:

- a. Contractor shall provide a minimum of 5 direct care staff during day and evening shifts, and 3 direct care staff at night. Contractor shall increase staffing when it is warranted by Individual acuity; and
- b. Contractor shall maintain an on-call pool of direct care staff to cover staff absences and position vacancies.

9. Administrative Team

In addition to the requirements of OAR Chapter 411 Division 054 rules, Contractor shall provide an additional .5 FTE Administrator and 1.0 FTE Assistant Administrator. Persons in these positions must have experience with operational aspects of running a residential

program for people in the target population, supervising direct care staff and understanding of quality assurance procedures.

10. Resident Care Coordinator

Contractor shall provide 2 FTE Resident Care Coordinators. Staff in this position are responsible for coordinating and overseeing all direct care training and implementation of Behavior Planning for Individuals served under this Contract. Responsibilities of these positions include:

- a. Participate in the screening process, and begin development of a behavior assessment which shall be completed within 10 business days after admission;
- b. Development of a Behavior Plan dedicated for each Individual within 15 days of admission. The Behavior Plan must:
 - (1) Address, at a minimum, the behaviors noted as referenced in the definition for Target Group;
 - (2) Identify and coordinate a crisis stabilization and emergency plan to prevent or minimize injuries, property damage, placement failure and emergency hospitalizations;
 - (3) Identify Individual-specific intervention and strategies that caregivers can implement; and
 - (4) Be reviewed each week by Contractor's Milieu Counselor and modified as needed based on feedback from the direct caregivers, SPT and the Individual's responses.
- c. Attend, participate, and communicate with SPT and other team meetings regarding Individual interactions, observations, and changes in Individual status;
- d. Facilitate, assist and provide support with Client Services and activities as needed, including but not limited to Individual admissions/discharges, Individual orientations, group facilitation and safety checks;
- e. Assure appropriate documentation in Individual records of important behavioral observations/interactions related to successful progress in behavior management. Document in Individual chart significant issues for smooth transition between shifts;
- f. Assist in the development and implementation of positive Behavior Plans, reviewing plans with Contractor's direct care staff;
- g. Oversee implementation of Managed Risk Agreements defined in OAR 411-054-0036 (6);

- h. Work effectively with outside providers to ensure cooperative and supportive working relations and coordination of community resources, as needed;
- i. Escort Individual to off-site meetings or appointments as needed;
- j. Track individual Behavior Plan progress, as needed; and

11. Social Services

Contractor shall provide 1 FTE, with one designated as Social Services Director who will provide the following:

- a. Assist in developing admission and transition plans to ensure Individuals have needed medical supports at admission;
- b. Assist 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;
- c. Advocacy to assist Individuals in need of legal identification, immigration problems, hearings, and starting or retaining benefits;
- d. Access to needed community services such as vocational or education opportunities, volunteer groups, support groups, substance abuse recovery groups, or mental health treatment;
- e. Assist with family interactions, support and outreach;
- f. Coordinate individualized opportunities for peer and community involvement; and
- g. Assist in developing transition plans to support discharge goals and planning.

12. Activity Services

Contractor must provide 4 FTE Activity staff, one of which shall be designated the Activity Director. This team will develop, oversee and implement activities as described in this Contract. At least one team member must be On-Site and Available to direct care staff and Individuals 7 days per week. Responsibilities include ensuring direct care staff are trained on Individualized Activity Plans, and that Individuals can participate in activities seven days per 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 Plan.
- b. Develop 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, 7 days per week. Activities shall include scheduled or planned as well as spontaneous activities, and which are collaborative and support the Behavior 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. Review Activity Plan at least quarterly or as needed with the service planning process by Contractor's Activity Director and modified, as needed, based on feedback from direct caregivers, SPT and the Individual's responses; and
- d. Provide training to Contractor's direct care staff to ensure implementation of Activity Plans.

13. Nursing Services

Contractor shall, in addition to nursing requirements of OAR Chapter 411 Division 054:

- a. Provide 1 FTE Registered Nurse (RN) and 1 FTE Licensed Practical Nurse with current unencumbered Oregon licensure;
- b. Ensure an adequate number of nursing hours are provided relevant to the census and acuity. Licensed nursing shall be On-Site 7 days per week, On-Call and Available 24/7;
- 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 to assist with development of initial Service Plan, admissions, discharges, MARS, TARS and implementation of Individual Nursing Plans;
 - (3) Ensure that each Individual receives a Nursing Plan that is pursuant to the Service Plan;

- (4) Review each Nursing 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 Individual's Nursing Plans;
- (6) Ensure delegation, teaching and documentation of nursing care as regulated by OAR Chapter 851 Division 047;
- (7) Provide a review of Contractor's pharmacy and medication system and ensure OAR Chapter 851 Division 047 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).

14. Quality Assurance (QA) & Training Specialist

Contractor will provide the program with .2 FTE QA and Training Specialist responsible for managing the residential program's quality assurance and staff training programs. Duties include program audits to ensure adherence to state licensing and regulatory requirements, involvement in implementation of policy revisions. Program audits may be done onsite or remote by telephone during scheduled meetings and through electronic record reviews. Contractor will make quarterly quality assurance and training reports available to the Contract Administrator.

15. General Health Service

Contractor shall, through its Administrator, licensed nursing staff, or Resident Care Coordinator, ensures:

- 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 needed or to which Individuals are entitled from outside providers; and
- c. 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.

16. 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. Resident Care Coordinators shall receive on-going behavioral and mental health training and education.
- c. Direct care staff receive a minimum of 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.

17. 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. Based on internal audits, Contractor will provide management of the residential 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.