



**Contract Number 174930**

**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

**Chancellor Health Care of California XII, Inc.  
dba Maple Valley Memory Care  
Attn: Michel Augsburger  
Mailing Address: 115 Johnson Street, Windsor, OR 95492  
Service Address: 219 NE Fircrest Drive, McMinnville, OR 97128  
Telephone: 707.687.1919  
Email address: [Michel.A@Chancellorhealthcare.com](mailto:Michel.A@Chancellorhealthcare.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@dhs.oh.state.or.us](mailto:melissa.g.taber@dhs.oh.state.or.us)**

**1. Effective Date and Duration.** This Contract shall become effective on **May 1, 2022** provided it is (i) approved in writing by the Oregon Department of Justice, and (ii) when required, approved in writing by the Oregon Department of Administrative Services, and (iii) is signed by all parties, regardless of the date of the parties' signatures. Unless extended or terminated earlier in accordance with its terms, this Contract shall expire on **April 30, 2024**. 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 **\$9,661,344.00**. 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.** 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

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Contract: 93.778

**EXHIBIT A**  
**Part 1**  
**Statement of Work**

**Contract Type:** Residential Care Facility Specific Needs Contract

**Contract Capacity:** Not to exceed Contractor’s licensed Residential Care Facility approved capacity of 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 and all other applicable state and federal laws.

**Maple Valley Memory Care**  
**219 NE Fircrest Drive**  
**McMinnville, OR 97218**

**1. Definitions**

- a. **“Activities of Daily Living” or “ADL”** means those personal and 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 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 this 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 interventions for Contractor’s staff to help 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. **“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.
- g. **“Individual”** means the ODHS Consumer or Resident who meets the Target Group definition and receives Services under this Contract. For purposes of this Contract, Client, Resident, and Individual are interchangeable terms.
- h. **“Instrumental Activities of Daily Living” or “IADL”** means tasks consisting of housekeeping, laundry, shopping, transportation, medication management, and meal preparation.
- i. **“LPN”** means Licensed Practical Nurse.
- j. **“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.
- k. **“ODHS”** means Oregon Department of Human Services.
- l. **“ODHS Designee”** means the ODHS or AAA Case Manager or Diversion/Transition Coordinator primarily responsible for coordinating the Individual’s services.
- m. **“On-Call”** means Available to participate in discussion or for inquiries, even when not present at the service location.
- n. **“On-Site”** means at the specific service location.
- o. **“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.
- p. **“RN”** means Registered Nurse.
- q. **“Service Plan”** means the written, individualized plan for services developed by the Service Planning Team, reflecting 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.
- r. **“Service Planning Team” or “SPT”** means a team who includes the Individual and/or the Individual’s identified support network, Contractor’s lead administrative staff supporting medical, behavioral, and activity oversight called out in this Contract, Contractor’s Administrator or designee, and ODHS Designee. The team is responsible for overseeing the Individual’s Service Plan and all other associated plans or services in this Contract.

- s. **“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.
- t. **“Target Group”** means any group of Individuals who meet all of the following documented criteria prior to admission and have received approval for admission:
  - (1) Eligible for Medicaid Long-Term Care Services pursuant to Oregon Administrative Rules Chapter 411, Division 015;
  - (2) Documented Dementia or Neuro-Cognitive Disorder diagnosis;
  - (3) Currently residing in a nursing facility, at risk for nursing facility placement or houseless;
  - (4) 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.
  - (5) 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.

- u. **“Transition Planning”** means documented assessment and planning activities resulting in sound admission and transition plans, coordinated and developed by Contractor prior to Individual’s placement with Contractor.

## **2. Contractor’s Services**

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

## **3. Eligibility and Admission Process**

- a. ODHS shall have no financial responsibility until Individual’s eligibility has been approved, 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 pursuant to a fully executed Contract.
- b. ODHS has sole and final approval authority over all Contract admissions.
- c. All Medicaid admissions under this Contract must be approved by ODHS prior to admission.
- d. 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.

- e. Contractor and the ODHS Designee shall mutually determine the targeted admission date and mutually confirm the actual admission date after receiving confirmation of ODHS final approval.
- f. 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.
- g. 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). 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.

#### **4. Discharge Process**

- a. Contractor shall comply with all Involuntary Move-Out criteria set forth in OAR 411-054-0080;
- b. Contractor shall consult with the Contract Administrator and ODHS Designee prior to the issuance of an Involuntary Move-Out notice. In the absence of the Contract Administrator, it is appropriate for the Contractor to consult solely with the ODHS Designee;
- c. Contractor shall provide the Contract Administrator and ODHS Designee with a copy of the approved Involuntary Move-Out notice; and
- d. Contractor shall engage in transition planning with the Individual and their current support network outside of the program to facilitate a safe and sound transition.

## **5. Service Planning Team**

Contractor shall designate an administrative employee, whose position description includes scheduling, facilitating, coordinating, overseeing, and documenting quarterly Service Planning Team meetings. Health care providers shall be invited to participate in the SPT meeting 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; and
- 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, Oregon Administrative Rules 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 Contractor's licensed nurses and Administrator 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 15 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 ratio of 1 direct care staff for every 4 Individuals, with a total of 7 direct care staff at full capacity, during day and swing shifts. Contractor shall provide a minimum ratio of 1 direct care staff for every 7 Individuals, with a total of 4 direct care staff at full capacity, during night shift. 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.
- c. Regardless of census, each shift will include in the above direct care staffing a designated medication aide and/ or behavior aide, who has the skills and training in Positive Behavior Supports necessary to carry out behavior plans or administer medications.

## **9. Administrator**

Contractor will provide the program 1 full-time equivalent (FTE) Administrator who meets requirements described in OAR Chapter 411, Division 054 rules, and is responsible for program and contract oversight. Staff in this position must have experience with operational aspects of running a residential program for people in the Target Group, supervising direct care staff and understanding of quality assurance procedures.

## **10. Activities**

Contractor shall provide 1.5 FTE Activity Coordinators. This team will develop, oversee, and implement activities required under OAR 411-054, OAR 411-046 and as described in this contract. Staff in this position are responsible for activity development, implementation, training, oversight, and support. Contractor's Activity Coordinators shall ensure direct care staff are trained on the Activity Plan, and that Individuals can participate in activities 7 days per week, even if an Activity Coordinator is not On-Site or Available. Activity Coordinators 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 needed 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 through the Service Planning process and modified, as needed, based on feedback from direct care staff, SPT, and the Individual's responses; and
- d. Provide training needed to Contractor's direct care staff to implement current Activity Plans.

## **11. Behavior Coordinator**

Contractor shall provide 1 FTE Behavior Coordinator position for behavior consultation, support, and coordination of Mental Health and other Rehabilitation services. Contractor's Behavior Coordinator must assist in screening all referrals under the Contract, be part of the Service Planning Team, be available to provide on-call services, and responsible for evaluating, developing, documenting, training, and providing services to address Individual behaviors. Responsibilities for overseeing Behavior Plans include:

- a. Completion of a person-centered evaluation, started at screening and completed 10 business days after admission;
- b. Completion of a Behavior Plan specific to 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, as needed, 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 direct care staff can implement; and
  - (4) Be reviewed each week by Contractor's Behavior Support Coordinator and modified, as needed, based on feedback from the direct care staff, SPT and the Individual's responses.
- c. Provide Individual-specific coaching and group teaching for Contractor's direct care staff to ensure that direct care staff can implement the strategies defined in each Individual's Behavior Plan.

## **12. Nursing Services**

Contractor shall, in addition to nursing requirements of Oregon Administrative Rules Chapter 411, Division 054:

- a. Provide 1 FTE Registered Nurse (RN) and 1 FTE Licensed Practical Nurse (LPN), with current unencumbered Oregon licensure. Contractor shall ensure an adequate number of nursing hours are provided relevant to the census and acuity, nursing staff are On-Site at least 5 days per week and Available and On-Call 7 days per week; and
- b. 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 Oregon Administrative Rules Chapter 851, Division 045 to assist with development of initial Service Plan, admissions, discharges, MARS, TARS, and implementation of individualized 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 each Individual's Nursing Service Plans;
  - (6) Ensure delegation, teaching and documentation of nursing care as regulated by Oregon Administrative Rules Chapter 851, Division 047;
  - (7) Provide a review of Contractor's pharmacy and medication system and ensure Oregon Administrative Rules 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).

### **13. Quality Assurance**

Contractor will provide the program with the necessary resources to implement the program's quality assurance and staff training programs. Contractor will submit annual staff training reports for the program to the ODHS Designee and ODHS Contract Administrator.

### **14. General Health Service**

Contractor shall, through its Administrator or licensed nursing staff, ensure:

- 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;
- c. Transportation for local non-emergent transports is 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
- d. Community Attendants are arranged or provided during all local community activities, as outlined in the Individual's Activity or Behavior Plan, and health related appointments to ensure the Individual's safety and that information needed for the Individual's Service Plan is exchanged.

### **15. 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 12 hours annual training on clinical and care giving practices that are relevant to the Individuals served and are above the training standards and hours required by Oregon Administrative Rules Chapter 411, Division

- 054 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.

## **16. 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.

**Exhibit A, Part 2**  
**Payment and Financial Reporting**

**1. Payment Provisions**

a. Contractor shall be paid as follows:

(1) As consideration for the services provided by the Contractor for the time period of May 1, 2022 – June 30, 2022, unless otherwise amended, ODHS will pay to the Contractor:

\$13,070.00 prorated per month per Individual for up to 28 Individuals.

(2) As consideration for the services provided by Contractor for the time period of July 1, 2022 – June 30, 2023, ODHS will pay to the Contractor:

\$14,377.00 prorated per month per Individual for up to 28 Individuals.

(3) As consideration for the services provided by Contractor for the time period of July 1, 2023 – April 30, 2024, ODHS will pay to the Contractor:

\$12,448.00 prorated per month per Individual for up to 28 Individuals.

b. 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. Regardless, any changes to the monthly rates listed in Section 1. “Payment Provisions” above must be done through a Contract Amendment.

c. ODHS will pay only for completed Work under this Contract.

d. Subject to the conditions of this paragraph 1.c., ODHS guarantees a minimum payment to the Contractor of one day at the rate described in ODHS’ Policy Transmittal for the acceptance of referrals made by ODHS or its designee. Contractor agrees to provide services to at least one Individual eligible to receive services referred by ODHS to Contractor during the term of this Contract. Contractor shall be entitled to payment of the guaranteed minimum amount as follows:

(1) If ODHS fails to make any referrals to Contractor during the term of this Contract; or

(2) If, through the provision of services to any Individual referred to

Contractor under this Contract, Contractor is not due an amount equal to at least the guaranteed minimum payment amount, then Contractor may, within 30 days of the expiration or termination date of this Contract, submit an invoice to ODHS for payment which totals the guaranteed minimum amount, taking in to account any moneys previously paid by ODHS or due to the Contractor for services provided by Contractor to an individual. However, if the Contractor fails to submit an invoice to ODHS within the required time, or Contractor has not fulfilled Contractor's obligation to provide services to at least one Individual referred to Contractor under this Contract, ODHS shall have no further obligation to Contractor for payment of the guaranteed minimum amount.

- e. Contractor will neither accept nor solicit additional consideration from any source for services purchased under this Contract for eligible ODHS or Area Agency on Aging (AAA) Individuals.
  - f. Maintenance costs include rent, utilities and food (room and board). Payment for maintenance costs and any other authorized special needs are the responsibility of each Individual and are not a part of the purchases under this Contract. Individuals, whose monthly income exceeds the maintenance total, as published by ODHS, plus standard persona incidental allowance, must apply any balance to the cost of the authorized service payment. The service rate for ODHS Individuals may not be more than rates charged private paying Individuals with the same service needs.
  - g. Regardless of facility location, no payment to buyer or lessee of the facility will be made until the buyer or lessee has received a license and a contract from ODHS. ODHS will continue payment for Contractor's services no more than 30 day following termination of a licensure.
2. **Travel and Other Expenses.** ODHS shall not reimburse Contractor for any travel or additional expenses under this Contract.

## EXHIBIT A

### Part 3 Special Provisions

#### 1. Confidentiality of Information.

##### a. Client Information:

- (1) All information as to personal facts and circumstances obtained by the Contractor on the client (“Client Information”) shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her guardian, or the responsible parent when the client is a minor child, or except as required by other terms of this Contract. Nothing prohibits the disclosure of information in summaries, statistical, or other forms which does not identify particular individuals.
- (2) The use or disclosure of Client Information shall be limited to persons directly connected with the administration of this Contract. Confidentiality policies shall be applied to all requests from outside sources.
- (3) If Contractor, or any of its officers, directors, employees, agents, or subcontractors receives or has access to confidential Social Security Administration (SSA), or Federal Tax Information (FTI) records in the performance of Work under this Contract, Contractor shall comply, and ensure that all of Contractor’s officers, directors, employees, agents and subcontractors comply, with the following provisions:
  - (a) With respect to SSA records:
    - i. Provide a current list of employees and employees of any agent or subcontractor with access to SSA records;
    - ii. Adhere to the same security requirements as employees of ODHS;
    - iii. Abide by all relevant Federal laws, restrictions on access, use, disclosure, and the security requirements contained within ODHS’ agreement with SSA;
    - iv. Provide its employees and agents the same security awareness training as ODHS employees; and
    - v. Include the provisions of this Section 1.a.(3)(a) in any subcontract.
  - (b) With respect to Federal Tax Information (FTI), as defined in IRS Publication 1075:
    - i. Contractor and its officers, directors and employees with access to, or who use FTI provided by ODHS must meet



the background check requirements defined in IRS Publication 1075;

- ii. Any FTI made available to Contractor shall be used only for the purpose of carrying out the provisions of this Contract. Contractor shall treat all information contained in FTI as confidential and that information shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Inspection by or disclosure to anyone other than an officer or employee of the Contractor is prohibited;
  - iii. Contractor shall account for all FTI upon receipt and shall properly store all FTI before, during, and after processing. In addition, all FTI related output and products will be given the same level of protection as required for the source material;
  - iv. No work involving FTI furnished under this Contract will be subcontracted without prior written approval of the IRS;
  - v. Maintain a list of employees who are authorized access to FTI. Such list will be provided to ODHS and, upon request, to the IRS reviewing office; and
  - vi. Include the provisions of this Section 1.a.(3)(b) in any subcontract.
- (c) Failure to abide by any of the requirements in this subsection could result in criminal or civil penalties and result in termination of this Contract.
- (d) Contractor may be subjected to periodic and ongoing security reviews to ensure compliance with the requirements of Section 1.a.(3).
- (4) Except as prohibited by Section 1.a.(3) above, ODHS, Contractor and any subcontractor will share information as necessary to effectively serve ODHS clients.

**b. Non-Client Information:**

- (1) Each Party acknowledges that it and any of its officers, directors, employees and agents may, in the course of performing its responsibilities under this Contract, be exposed to or acquire information that is confidential to the other Party. To the extent permitted by law, any and all information of any form provided to a Party or its officers, directors, employees and agents in the performance of the Contract that reasonably could at the time of its disclosure be understood to be confidential shall be deemed to be confidential information of the originating Party (“Confidential Non-Client Information”).

- (2) Confidential Non-Client Information shall be deemed not to include information that:
    - (a) Is or becomes (other than by disclosure by the Party acquiring such information) publicly known or is contained in a publicly available document except to the extent applicable law still restricts disclosure;
    - (b) Is furnished by the originating Party to others without restrictions similar to those imposed on the receiving Party under this Contract;
    - (c) Is rightfully in the receiving Party's possession without the obligation of nondisclosure prior to the time of its disclosure by the originating Party under this Contract;
    - (d) Is obtained from a source other than the originating Party without the obligation of confidentiality;
    - (e) Is disclosed with the written consent of the originating Party; or
    - (f) Is independently developed by the receiving Party's officers, directors, employees and agents who can be shown to have had no access to the Confidential Non-Client Information.
  - (3) Nondisclosure. The receiving Party shall hold all Confidential Non-Client Information in strict confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own confidential information; and shall not sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Non-Client Information to third parties; shall not use Confidential Non-Client Information for any purposes whatsoever other than as contemplated by this Contract or reasonably related thereto; and shall advise any of its officers, directors, employees and agents that receive or have access to the Confidential Non-Client Information of their obligations to keep Confidential Non-Client Information confidential. These confidentiality obligations do not restrict disclosure of information otherwise qualifying as Confidential Non-Client Information if the receiving Party can show that either of the following conditions exists: (i) the information was disclosed in response to a subpoena or court order duly issued in a judicial or legislative process, in which case the receiving Party shall notify the originating Party of the subpoena five days prior to the disclosure, unless such notice could not reasonably be given; or (ii) the disclosure was required to respond to a request for the information made under the Oregon Public Records Law, ORS 192.311 to 192.478. The receiving Party shall notify the originating Party of a public records request five days prior to the disclosure.
- c. Upon request and pursuant to the instructions of ODHS, Contractor shall return or destroy all copies of Confidential Information, and Contractor shall certify in writing the return or destruction of all Confidential Information.

- d.** “Client” means any individual, family or provider:
- (1) For whom ODHS must provide Services and incidental or specialized Goods, in any combination thereof (“Services and Incidental Supplies”), according to state, federal law, rule, and policy. Those Services and Incidental Supplies include but are not limited to treatment, care, protection, and support without regard to the proximity of the services being provided;
  - (2) Who in fact receives and utilizes services provided by ODHS primarily for that individual's or family's benefit;
  - (3) Who is under the custody, care, or both of ODHS; or
  - (4) Who provides direct care or Services and is a proxy or representative of the non-provider Client.

## **2. Amendments.**

- a.** Subject to Section 2.c. below, ODHS reserves the right to amend or extend this Contract under the following general circumstances:
- (1) ODHS may extend the Contract for additional periods of time up to a total Contract period of 5 years, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on ODHS’ satisfaction with performance of the work or services provided by the Contractor under this Contract.
  - (2) ODHS may periodically amend any payment rates throughout the life of the Contract proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if ODHS so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature. In addition, ODHS may periodically amend any payment rates throughout the life of the Contract to meet current market conditions.
- b.** ODHS further reserves the right to amend the Statement of Work for the following:
- (1) Programmatic changes, additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Contract or previous amendments to the Contract;
  - (2) Implement additional phases of the Work; or
  - (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules, which, in part or in combination, govern the provision of services provided under this Contract.
- c.** Upon identification, by any party to this Contract, of any circumstance which may require an amendment to this Contract, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in

writing and be signed by all parties to the Contract before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, “Standard Terms and Conditions”, Section 24. “Amendments; Waiver; Consent.” of this Contract.

**3. Contractor Requirements to Report Abuse of Certain Classes of Persons.**

- a.** Contractor shall comply with, and cause its employees, agents and subcontractors to comply with, the applicable laws for mandatory reporting of abuse including, but not limited to, abuse of the following classes of persons in Oregon:
  - (1) Children (ORS 419B.005 through 419B.045);
  - (2) Elderly Persons (ORS 124.055 through 124.065);
  - (3) Residents of Long Term Care Facilities (ORS 441.630 through 441.645);
  - (4) Adults with Mental Illness or Developmental Disabilities (ORS 430.735 through 430.743).
- b.** Contractor shall immediately make reports of suspected abuse of persons who are members of the classes established in Section 3.a. above to Oregon’s Statewide Abuse Reporting Hotline: 1-855-503-SAFE (7233) or local law enforcement, as a requirement of this Contract. The Contractor does not need to know abuse occurred, just suspect abuse, to be required to report.
- c.** In addition to the requirements of Sections 3.a. and 3.b. above, if law enforcement is notified regarding a report of child abuse, neglect, or threat of harm, Contractor shall also notify the local referring ODHS’ caseworker within 24 hours. If law enforcement is notified regarding a report of abuse of elderly, long term care facility residents, adults with mental illness or developmental disabilities, Contractor shall also notify the local Aging and People with Disabilities Office of ODHS within 24 hours.
- d.** If known, the abuse report must contain the following:
  - (1) The name and address of the abused person and any people responsible for that person’s care;
  - (2) The abused person’s age;
  - (3) The nature and the extent of the abuse, including any evidence of previous abuse;
  - (4) The explanation given for the abuse;
  - (5) The date of the incident; and
  - (6) Any other information that might be helpful in establishing the cause of the abuse and the identity of the abuser.

**4. Background Checks.**

- a.** The following individuals providing services under this Contract are subject to a background check through the Agency’s Background Check Unit, pursuant to

OAR 407-007-0200 through 407-007-0370, as such rules may be revised from time to time:

- (1) All employees of the Contractor providing care or having access to Agency clients, client information, or client funds.
  - (2) All volunteers of the Contractor providing care or having access to Agency clients, client information, or client funds.
  - (3) All subcontractors of the Contractor providing care or having access to Agency clients, client information, or client funds.
- b.** All employees, volunteers, and subcontractors of the Contractor receiving background checks from the Agency's Background Check Unit are required to report to the Contractor any new arrests, convictions or investigations for child protective service or adult protective service abuse within five business days after the new arrest, conviction or investigation took place.
  - c.** Within five business days of such notification, the Contractor is required to report to the Agency's Background Check Unit the employee, volunteer, or subcontractor's new history. The Agency's Background Check Unit may request a new background check to reevaluate the ongoing fitness of the Contractor's employee, volunteer, or subcontractor.
  - d.** The criminal records check procedures listed above also apply to Contractor, its owners, managers, and board members regardless of if any individual has access to Agency clients, client information or client funds. Contractor shall establish a personal personnel file and place each criminal records check in named file for possibility of future Agency review and shall be maintained pursuant to Exhibit B, "Standard Terms and Conditions", Section 14, "Records, Maintenance, Access."
- 5. Equal Access to Services.** Contractor shall provide equal access to covered services for both males and females under 18 years of age, including access to appropriate facilities, services and treatment, to achieve the policy in ORS 417.270.
  - 6. Media Disclosure.** The Contractor will not provide information to the media regarding a recipient of services purchased under this Contract without first consulting the ODHS office that referred the child or family. The Contractor will make immediate contact with the ODHS office when media contact occurs. The ODHS office will assist the Contractor with an appropriate follow-up response for the media.
  - 7. Nondiscrimination.**
    - a.** The Contractor must provide services to ODHS clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language, and other special needs of clients.

- b.** Contractor certifies that Contractor has a written policy and practice that meets the requirements described in ORS 279A.112 for preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Contractor agrees, as a material term of this Contract, to maintain such policy and practice in force during the entire Contract term.
- c.** As required by ORS 279B.235, Contractor must comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor’s employees in the payment of wages or other compensation for work of comparable character on the basis of an employee’s membership in a protected class. “Protected class” means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. Contractor’s compliance with this Section constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles ODHS to terminate this Contract for cause.
- d.** Contractor may not prohibit any of Contractor’s employees from discussing the employee’s rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee’s rate of wage, salary, benefits, or other compensation with another employee or another person.