



Contract Number 176068

**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

**Providence Health & Services – Oregon
dba Providence Benedictine Nursing Center
540 South Main
Mt. Angel, Oregon 97362
Attention: Holly Cowles and Dianna Reely
Telephone: 503.845.6841**

E-mail address: holly.cowles@providence.org; and dianna.reely@providence.org

hereinafter referred to as “Contractor.”

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

**Aging and People with Disabilities
Central Delivery Supports Unit
500 Summer Street NE
Salem, Oregon 97301
Contract Administrator: Melissa Taber or delegate
Telephone: 503.269.4565
Email address: melissa.g.taber@dhs.oha.state.or.us**

1. Effective Date and Duration. This Contract shall become effective on **July 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 **June 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 **\$5,931,813.12**. 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: Nursing Facility Enhanced Care Services

Contract Capacity: 16 Contracted Beds

Governing Administrative Rules: Contractor must adhere to the following governing rules, as applicable, while performing work under this Contract: Nursing Facilities Oregon Administrative Rules Chapter 411, Division 085 through 089; Medicaid Long-Term Care Service Oregon Administrative Rules Chapter 411, Division 015; Specific Needs Services Oregon Administrative Rules Chapter 411, Division 027; Health Systems Division Behavioral Health Services Chapter 309, Division 019 and all other applicable state and federal laws.

Providence Benedictine Nursing Center
540 South Main
Mt. Angel, OR 97362

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 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. **“Behavioral Health Treatment”** means treatment for mental health and substance use disorders provided by the Community Mental Health Provider (CMHP) as referenced in OAR 309-019-0105 (11).
- f. **“Behavior Plan”** means the individualized proactive support strategies used to support positive behaviors, as referenced in OAR 309-019-0105 (12).
- g. **“Care Plan”** means the Contractor’s written description of an Individual’s needs, preferences, and capabilities, including by whom, when, and how often care and services shall be provided.
- h. **“Community Mental Health Program (CMHP)”** as means the organization of various services for individuals with a mental health diagnosis or addictive

disorders operated by or contractually affiliated with a local mental health authority and operated in a specific geographic area of the state under an agreement with the Division, as referenced in OAR 309-019-0105 (23).

- i. **“Contract Administrator”** means ODHS staff, listed on page one of this Contract, accountable for monitoring and ensuring compliance with the terms and conditions of the contract and ensuring all requirements are met.
- j. **“Enhanced Care Coordinator”** means the Contract Administrator whose job description includes Enhanced Care Services program oversight, responsible for coordinating and consulting with Health Systems Division regarding admissions, discharges and coordination of OAR 309-019-0155 services with Services defined in this Contract.
- k. **“Enhanced Care Services (ECS)”** means intensive behavioral and rehabilitative mental health services to eligible Individuals who reside in ODHS Aging and People with Disabilities (APD) licensed homes or facilities, as referenced in OAR 309-019-0105 (40).
- l. **“Individual”** means the ODHS-referred client who meets the Target Group definition and receives Services under this Contract.
- m. **“Instrumental Activities of Daily Living” or “IADL”** means tasks consisting of housekeeping, laundry, shopping, transportation, medication management and meal preparation.
- n. **“Inter-Disciplinary Team” or “IDT”** means a group of professional and direct care staff that have primary responsibility for the development of a Services Plan for an individual receiving services, as referenced in OAR 309-019-0105 (55).
- o. **“Licensed Medical Practitioner (LMP)”** means a person who meets the following minimum qualifications as documented by the Local Mental Health Authority (LMHA) or designee:
 - (1) Physician licensed to practice in the State of Oregon; or
 - (2) Nurse practitioner licensed to practice in the State of Oregon; or
 - (3) Physician's assistant licensed to practice in the State of Oregon; and
 - (4) Whose training, experience and competence demonstrate the ability to conduct a mental health assessment and provide medication management
- p. **“Memorandum of Understanding” or “MOU”** means a written document signed by Contractor and CMHP which addresses, at minimum: behavioral health management, risk management, census management, staffing levels, quarterly trainings, behavioral health treatment and activity programs, admission and transition procedures, process for reporting and evaluating critical incidents, records access, policy and procedure manuals, dispute resolution and service coordination.
- q. **“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 be pursuant to the Individual’s Care Plan.

- r. **“ODHS Designee”** means the ODHS or AAA Case Manager primarily responsible for coordinating the Individual’s services.
- s. **“On-Call”** means Available to participate in discussion or for inquires, even when not present at the service location.
- t. **“On-Site”** means on or at the specific Service location.
- u. **“Oregon Department of Human Services”** means ODHS unless otherwise specified.
- v. **“Qualified Mental Health Professional (QMHP)”** means, per OAR 309-019-0105 (95), an LMP or any other individual meeting the minimum qualifications as authorized by the Local Mental Health Authority (LMHA) or designee and specified in OAR 309-019-0125.
- w. **“PRN”** means according to necessity, when needed.
- x. **“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.
- y. **“Target Group”** means Individuals who meet the criteria for Enhanced Care Services, at outlined in OAR 309-019-0105.

2. Contractor’s Services

- a. Contractor shall perform all Work in accordance with the Nursing Facilities Oregon Administrative Rules Chapter 411, Division 085 through 089 and all applicable county, state, and federal laws.
- b. Contract Administrator will act as ODHS liaison for all Contract oversight and technical assistance activities.
- c. Contractor shall notify ODHS Designee and Contract Administrator of an unexpected and immediate absence of any Individual from the program. Examples of an unexpected and immediate absence include but are not limited to:
 - (1) Voluntary or Involuntary Exit
 - (2) Away from the program with or without natural supports
 - (3) Hospitalization
 - (4) Arrest

3. Mental Health Services Coordination

Contractor is responsible for coordinating with and supporting delivery of Services provided under this Contract with CMHP staff, who have primary responsibility for providing mental health services for Enhanced Care Services under the direction of OAR 309-019-0155.

The Memorandum of Understanding must be developed in cooperation of both the Contractor and CMHP. In addition, the MOU shall be reviewed annually by Contractor and CMHP, with a copy provided to Contract Administrator and ODHS Designee.

4. Eligibility

ODHS will 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, and a Care Plan has been developed. The Service payment will become effective on the date of placement or effective date of eligibility pursuant to a fully executed Contract

5. Referral and Admission Process

- a. Enhanced Care Coordinator has sole and final approval authority over all contract admissions.
- b. All referrals received by the Enhanced Care Coordinator or designee must be screened by Contractor and CMHP, as defined in the Memorandum of Understanding. Contractor and CMHP shall conduct face-to-face screening of referred Individuals within 10 business days of receiving the referral packet. Face-to-face requirement for screening may be waived by the Contract Administrator.
- c. Contractor and CMHP must decide to accept or refuse the referral within 21 business days of packet receipt, based on the review of the Individual with the IDT.
- d. Contractor shall provide written documentation to Enhanced Care Coordinator, describing specific clinical barriers to the admission and identify the Services that would need to be added to address these barriers, in the event that Contractor and the CMHP decide not to accept a referral.
- e. The Contractor and the ODHS Designee will mutually determine the targeted admission date and notify the Enhanced Care Coordinator.
- f. Opposing admission decisions between Contractor and CMHP must be addressed per the Memorandum of Understanding and reported by Contractor to Contract Administrator.
- g. Multiple rejections of referrals or failure to complete timely screenings will be reviewed by Contract Administrator and may be taken into consideration during Contract renewal process.
- h. The initial Care Plan must incorporate the Individual's discharge goals and outline strategies to achieve those goals.

6. Discharge Process

- a. Contractor shall comply with all involuntary Move-Out criteria set forth in OAR Chapter 411, Division 088;
- b. Contractor shall notify the Contract Administrator and ODHS Designee of their intent to issue an involuntary move-out notice, documenting agreement by IDT

that the program can no longer meet the needs of the Individual, define strategies or resources needed to withdraw the Involuntary Move-Out notice, documentation of any instituted Risk Agreements and implementation of any emergency 1-to-1 staffing;

- 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.

7. Inter-Disciplinary Team

The IDT Team has the responsibility to:

- a. Ensure that the Behavior Plan, Behavioral Health Treatment Plan and related services provided by CMHP are attached to and aligned with the Care Plan.
- b. Designate a CMHP employee who is available for On-Call services to coordinate and respond to all crisis needs or emergencies at times when CMHP staff are not on-site.
- c. Ensure that all Contractor's staff receives an orientation to CMHP written crisis protocols, including general and individualized plans.
- d. Ensure supervisory and On-Call staff are identified and Available to Contractor's direct care staff on a 24-hour basis. On-Call information for the RN, Administrator and CMHP crisis designee must be posted and available to Contractor's direct care staff on all shifts to minimize avoidable emergency placements and provide crisis management.

7. Care Planning

Contractor shall designate an administrative employee whose position description includes shared responsibility with the QMHP for scheduling, facilitating, coordinating, overseeing and documenting the weekly IDT meetings and quarterly Care Planning meetings pursuant to OAR Chapter 411, Division 086 rules. The IDT meetings must:

- a. Include the following persons: Individual and/ or their legal representative, Administrator or designee, RN, Social Services Coordinator, Activities Coordinator, QMHP and LMP. ODHS Designee, Contract Administrator and health care providers shall be invited to participate in the IDT as needed.
- b. Be scheduled at a time that is convenient for team members to attend. CMHP and facility care planning functions are expected to be integrated into these weekly IDT meetings.
- c. Review changes in Individual-specific medical or behavioral status, critical incidents, modify Behavior Plans and discuss other clinical and Nursing Facility

operational issues, including any necessary staffing changes required to promote resident safety and stability, on a weekly basis.

- d. Review each Individual's response to scheduled and PRN medications prescribed for management of psychiatric or behavioral symptoms with the LMP.
- e. Document participation and attendance in the weekly IDT and quarterly Care 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 Care Plans.
- f. Implement policies and procedures for communicating and documenting Behavior Plan and Care Plan changes to Contractor's direct care staff in a timely manner. Review of the Care Plan by Contractor's staff must be documented.
- g. Define timeframes and protocols for assessments and comprehensive Care Plan and Behavior Plan development as specified in the Memorandum of Understanding between Contractor and CMHP.
- h. Ensure the Care Plan, in addition to licensure requirements:
 - (1) Describes the reasons the Individual continues to require Services under this Contract;
 - (2) Describes the Individual's progress towards meeting discharge goals, their potential to transition to a less intensive program and strategies to address barriers to these goals.
- i. Designate a member to review the Care 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 by Contractor.
- j. Review each Individual's Care Plan, including interventions in any related plans carried out by Contractors staff and CMHP employees, at least monthly or more frequently if the Individual's health or behavior deteriorates. Updates to the Care Plan and all attached component plans must be done quarterly.
- k. Identify changes that are needed to the Care Plan, or any attached component plans, and oversee communication and implementation of these changes. All changes to these component plans or the Care Plan must be documented.
- l. Engage Contract Administrator and ODHS Designee within 72 hours of a change of condition which results in an immediate revision to the Care Plan or a Less-Than-30-Day notice.

8. Staffing

Certified Nursing Aides:

Contractor shall provide a minimum ratio of 1 staff for every 4 residents, with a total of four (4) Certified Nursing Aides at full capacity on day and evening shifts. On night shift, Contractor shall provide a minimum ratio of 1 staff for every 8 residents, with a total of

two (2) Certified Nursing Aides at full capacity. When census is 7 or fewer residents being served under the Contract, one (1) night shift staff may be off the unit but Available via an alert system. Contractor shall add staffing when it is warranted by Individual acuity. If Contractor is unable to meet staffing requirements as a result of extenuating circumstances, the Contractor will notify the Contract Administrator.

Contractor's Certified Nursing Aides are responsible for delivering the Services described in this Contract, the Individual's Care Plan and Behavior Plan.

Activity Coordinator:

Contractor's Activity Coordinator shall engage CMHP staff in the development of Individualized Activity Plans, ensuring alignment with the Behavior Plan. Activity Plans shall support skills building, as outlined by the Behavioral Health Treatment Plan and reviewed during the IDT. Coordination between the Activity Coordinator and CMHP staff must be addressed in the Memorandum of Understanding, to ensure provision of required training for Certified Nursing Aides to implement current Activity Plans 24/7.

Nursing:

Contractor shall provide 1 FTE Registered Nurse (RN) assigned to the Individuals served under this contract on day and evening shifts. Nursing duties on night shift may be provided by an RN assigned to the overall facility. The night shift nurses who work on the Individuals served under this contract must receive orientation to the unit and participate in relevant shift reports. Contractor's RN's shall perform the following tasks:

- a. Assist with the screening of prospective Individuals to determine if their needs can be met under this Contract.
- b. Participation in weekly IDT meetings.
- c. Review each Nursing Care Plan monthly or more frequently if the Individual experiences a significant change of condition and update quarterly.
- d. Provide or ensure that CMHP staff have the training needed to support Individuals while engaging in behavioral health services.

10. General Health Service

Contractor shall, through its Administrator and 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 all facility staff and CMHP;
- b. Individuals are assisted in accessing the health care services needed or to which Individuals are entitled from outside providers;
- c. Coordination with addiction services as needed;
- d. 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 Care Plan; and

- e. Sufficient staff are arranged or provided to accompany Individuals during all local community and health related appointments, to ensure the Individual's safety and that information needed for the Individual's Care Plan is exchanged.

11. Training

Contractor shall ensure:

- a. CMHP staff receive an orientation to the Contractor's policies and procedures. Topics and timeframes for this orientation must be defined in the Memorandum of Understanding.
- b. CMHP receives training on all Care Plans and protocols specific to the Individuals under the Contract.
- c. Coordination with CMHP to ensure all facility employees who work with Individuals under the Contract receive 12 hours per year in-service training on behavioral health issues.
- d. Verification of completed staff training with dates, hours, topics and presenters noted shall be available to Contract Administrator upon request.

12. Physical Environment

Contractor shall ensure that Individuals who must be restricted from unsupervised community access due to legal, health or safety considerations have this restriction described in their Care Plan.

13. Contract Compliance

- 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 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 for Services

- a. ODHS shall pay Contractor in accordance with OAR Chapter 411, Division 70 (Payment Rules) for Services provided under this Contract. ODHS' and Contractor's obligations with respect to ODHS' payment to Contractor are set forth in the Payment Rules for up to 16 beds at any one time.
- b. ODHS will not pay Contractor for Services performed prior to the effective date or after the expiration or termination date of this Contract, nor will ODHS pay Contractor for Services performed after the expiration or termination of any license Contractor is required to maintain for purposes of performing Services.
- c. Contractor shall provide all information to the Case Manager that may be necessary to assist ODHS in determining and providing accurate payment to Contractor for Services. Prior to payment, Contractor shall provide to ODHS for each Medicaid-Eligible Individual the information and comply with specific billing instructions as set forth in ODHS' "Institutional Billing Instructions" located at <https://www.oregon.gov/oha/HSD/OHP/Tools/Institutional%20Billing%20Instructions.pdf> which is hereby incorporated into this Contract by reference.
- d. ODHS shall pay Contractor for Services performed on the day of each Medicaid-Eligible Individual's admission into the Nursing Facility but shall not pay Contractor for Services performed for any Medicaid-Eligible Individual on the day of the Medicaid-Eligible Individual's discharge, transfer, or death except as provided for in OAR 411-070-0110. Notwithstanding the foregoing, if the day of admission is the same day as the day of discharge, ODHS shall pay Contractor for one day of Services performed for the admitted and discharged Medicaid-Eligible Individual.
- e. Contractor shall not accept or solicit any additional compensation from any source for Services provided under this Contract except for the amounts payable to Contractor from other sources that Contractor is entitled to receive under the Payment Rules.
- f. ODHS shall not reimburse Contractor for any other expenses incurred under this Contract.

2. Travel and Other Expenses. ODHS shall not reimburse Contractor for any travel or additional expenses under this Contract.