



Contract Number 178000

**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

**Better Choice, LLC
d.b.a. Better Living RCF
15855 SE Powell Blvd
Portland, OR 97236
Attention: Sonna Asa
Telephone: 503-984-5828
E-mail address: sonnyasa@hotmail.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, OR 97301
Contract Administrator: Melissa Taber or delegate
Telephone: 503-269-4565
E-mail address: melissa.g.taber@dhs.oha.state.or.us**

1. Effective Date and Duration. This Contract shall become effective on the later of: (I) **November 1, 2022** provided it is (i) approved in writing by the Oregon Department of Justice on or before such date, 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; or (II) the date this Contract 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. Unless extended or terminated earlier in accordance with its terms, this Contract shall expire on **October 31, 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 **\$3,087,840.00**. 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

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EXHIBIT A

Part 1 Statement of Work

Better Living Residential Care Facility (RCF)
15855 SE Powell Blvd
Portland, OR 97236

Contract Type: Residential Care Facility Specific Needs Contract, Complex Medical

Contract Capacity: Not to exceed 10 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.

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. **“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 Contractor’s staff interventions to help these 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. **“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 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. **“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.
- j. **“ODHS Designee”** means the ODHS or AAA Case Manager or Diversion/Transition Coordinator primarily responsible for coordinating the Individual’s services.
- k. **“On-Call”** means Available to participate in discussion or for inquiries, even when not present at the service location.
- l. **“On-Site”** means at the specific service location.
- m. **“RN”** means Registered Nurse.
- n. **“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.
- o. **“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.
- p. **“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.
- q. **“Target Group”** for purposes of this Contract, means the population of Individuals who meet all of the following documented criteria prior and are approved for admission:

- (1) Eligible for Medicaid Long-Term Care Services pursuant to Oregon Administrative Rules Chapter 411, Division 015 rules;
 - (2) Currently residing in a nursing facility, at risk for a nursing facility placement or houseless;
 - (3) 2-person full assist with mobility or transfers;
 - (4) Requires 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;
 - (c) Nursing assessment more than one day per week or has ongoing tasks of nursing that cannot be delegated;
 - (d) Requires a Behavior Plan.
- r. **“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 Residential Care and Assisted Living Facilities Oregon Administrative Rules Chapter 411, Division 054 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 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.
- 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 program. Examples include but not limited to:
 - (1) Involuntary Exit
 - (2) Hospitalization
 - (3) Arrest

3. 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 by ODHS and the Transition Planning Meeting has occurred. The Service payment will 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 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.
- 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 because of extenuating circumstances, the Contractor will notify the Contract Administrator to request a temporary waiver to the staffing, administrator, activities, or nursing service requirements outlined in this contract. Waivers can only be granted if they do not impact the health and safety of consumers and do not violate the contractors licensing regulations and will be approved solely at the discretion of the

ODHS Contract Administrator or ODHS management. When requesting a waiver, the contractor shall provide the Contract Administrator evidence that demonstrates the following:

- 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 background 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. Administrator

In addition to the requirements of Oregon Administrative Rules Chapter 411, Division 054, Contractor's Administrator shall collaborate with the Registered Nurse and others from the Service Planning team for purposes of coordination and management of all direct care staff training around implementation of Behavior Support Services, per OAR Chapter 411, Division 046, which are initially provided by a Behavior Consultant.

Persons in this position shall ensure all BSS activity for Individuals meet the requirements of services in OAR Chapter 411, Division 046. In addition, they shall ensure completion of the following:

- a. A person-centered evaluation is started at screening and completed 10 business days after admission;
- b. A Behavior Plan is completed within 15 days of admission. The Behavior Plan must:
 - (1) Identify, as needed, a crisis stabilization and emergency plan to prevent or minimize injuries, property damage, placement failure and emergency hospitalizations;
 - (2) Identify Individual-specific intervention and strategies that caregivers can implement, and is incorporated into the Activity Plan; and
 - (3) Be reviewed at least monthly and modified as needed, based on feedback from direct caregivers, SPT and the Individual's responses.
- c. Partnering with the Service Planning Team on behavioral education and interventions, which shall then be communicated through individualized Behavior Support Plans to direct care staff;
- d. Ensures appropriate documentation in resident record for behavioral observations/interactions related to successful progress in behavior management, as well as documenting significant issues to allow for a smooth transition between shifts;
- e. Development and implementation of Individualized Behavioral Support training and monthly review of Individualized Behavior Support Plans with direct care staff; and

- f. Oversee implementation of Managed Risk Agreements, as defined in OAR 411-054-0036 (6).

9. 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 14 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 2 direct care staff during all shifts. 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.

10. Activity Coordinator

Contractor shall provide .5 FTE Activity Coordinator positions for activity development, implementation, training, oversight, and support. Responsibilities include ensuring 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 Coordinator 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 or as needed with by the Service Planning process by Contractor's Activity Coordinator 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. Nursing Services

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

- a. Provide 1 FTE Registered Nurse (RN) with current unencumbered Oregon licensure. Contractor shall ensure an adequate number of nursing hours are provided relevant to the census and acuity, On-Site at least 5 days per week and are 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 rules to assist with development of initial Service Plan, admissions, discharges, MARS, TARS and implementation of Individual Nursing Service Plans;
 - (3) Ensure that each Individual receives a Nursing Service Plan that is pursuant to the Service Plan;
 - (4) Review each Nursing Service Plan monthly or more frequently if the Individual experiences a significant change of condition and update quarterly;
 - (5) Provide or ensure that each direct care staff has the training needed to support Individuals' Nursing Service Plans;
 - (6) Ensure delegation, teaching and documentation of nursing care as regulated by Oregon Administrative Rules Chapter 851, Division 047 rules;
 - (7) Provide a review of Contractor's pharmacy and medication system and ensure Oregon Administrative Rules Chapter 851, Division 047 rules compliance regarding the teaching of medication administration; and
 - (8) Coordinate with Home Health, Hospice or a licensed health care provider for tasks that fall outside the scope of the facility and/or Contractor's nursing staff license(s).

12. Quality Assurance

Contractor will provide the program with .5 FTE Quality Assurance and Training Specialist who is responsible for managing the program's quality assurance and staff training programs. Contractor will make quarterly health and safety trending reports and

annual staff training reports available to the ODHS Designee and ODHS Contract Administrator.

13. General Health Service

Contractor shall, through its Program Director 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.

14. 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 annually 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 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.

15. 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 November 1, 2022 through June 30, 2023, unless otherwise amended, ODHS will pay to the Contractor:
\$12,866.00 prorated per month per Individual for up to 10 Individuals;
 - (2) As consideration for the services provided by Contractor for the time period of July 1, 2023 through October 31, 2024, unless otherwise amended, ODHS will pay to the Contractor:
\$12,253.00 prorated per month per Individual for up to 10 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.(1) 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.