



Contract Number 178075

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

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This is amendment number **01** to Contract Number **178075** between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as “**ODHS**,” and

**Sapphire at McKenzie Manor, LLC
Db a McKenzie Manor Memory Care
360 W 25th Ave.
Eugene, OR 97405
Attn: Lisa Hilty
Telephone: 503-819-7157
E-mail address: LHilty@sapphirehealthservices.com**

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

1. This amendment shall become effective on the date it is approved in writing by the Oregon Department of Justice, provided it is (i) when required, approved in writing by the Oregon Department of Administrative Services, and (ii) is signed by all parties, regardless of the date of the parties’ signatures.
2. The Contract is hereby amended as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
 - a. **Section 3., “Consideration.”, Subsection a. only**, to read as follows:
 - a. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is ~~\$5,363,280.00~~ **\$5,548,765.00**. 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. For services provided on and after the effective date of this amendment, Exhibit A, Part 2, “Payment and Financial Reporting”, Section 1.a. only to read as follows:

a. Contractor shall be paid as follows:

~~(1) As consideration for the services provided by the Contractor for the time period of 10/01/2022, to 11/30/2022, unless otherwise amended, ODHS will pay to the Contractor:~~

~~\$17,190.00 prorated per month per Individual for up to 13 Individuals.~~

~~(12)~~ As consideration for the service provided by the Contractor for the time period of **October 1, 2022**~~12/01/2022~~, through **June 30, 2024**~~06/30/2023~~, unless otherwise amended, ODHS will pay to the Contractor:

\$16,786.00. prorated per month per Individual for up to 13 Individuals.

~~(23)~~ As consideration for the service provided by the Contractor for the time period of **July 1, 2024**~~07/01/2023~~, through **the end of the Contract**~~Contract end~~, unless otherwise amended, ODHS will pay to the Contractor:

~~\$17,625.00~~~~14,533.00~~. prorated per **month per** Individual for up to 13 Individuals.

3. Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to Contractor and the Contract. ODHS’ performance under the Contract is conditioned upon Contractor's compliance with the obligations of contractors under ORS 279B.220, 279B.230 and 279B.235, which are incorporated by reference herein.
4. Except as expressly amended above, all other terms and conditions of the original Contract and any previous amendments are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.
5. **Certification.** Without limiting the generality of the foregoing, by signature on this Contract amendment, the undersigned hereby certifies under penalty of perjury that:
 - a. Contractor is in compliance with all insurance requirements in Exhibit C of the original Contract as amended and, notwithstanding any provision to the contrary, Contractor shall deliver to the ODHS Contract Administrator (see page one of the original Contract, as amended) the required Certificate(s) of Insurance for any extension of the insurance coverage required by Exhibit C of the original Contract, as amended, within 30 days of execution of this Contract amendment.

By certifying compliance with all insurance as required by this Contract, Contractor acknowledges it may be found in breach of the Contract for failure to obtain required insurance. Contractor may also be in breach of the Contract for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Contract;

- b.** Contractor acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the Contractor and that pertains to this Contract or to the project for which the Contract work is being performed. Contractor certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Contractor further acknowledges that in addition to the remedies under this Contract, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Contractor;
- c.** The undersigned is authorized to act on behalf of Contractor and represents and warrants that Contractor has complied with the tax laws of the State of Oregon and the applicable tax laws of any political subdivision of Oregon. Contractor shall, throughout the duration of this Contract and any extensions, comply with all tax laws of Oregon and all applicable tax laws of any political subdivision of Oregon. For the purposes of this Section, “tax laws” includes: (i) All tax laws of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of Oregon that applied to Contractor, to Contractor’s property, operations, receipts, or income, or to Contractor’s performance of or compensation for any work performed by Contractor; (iii) Any tax provisions imposed by a political subdivision of Oregon that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Contractor acknowledges that the Oregon Department of Administrative Services will report this Contract to the Oregon Department of Revenue. The Oregon Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing the Contractor’s compensation under this Contract or (ii) exercising a right of setoff against Contractor’s compensation under this Contract for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Oregon Department of Revenue collects debts;

- d.** The information shown in Section 5.a. “Contractor Information” of original Contract, as amended is Contractor’s true, accurate and correct information;
- e.** To the best of the undersigned’s knowledge, Contractor has not discriminated against and will not discriminate against minority, women or emerging small

business enterprises certified under ORS 200.055 in obtaining any required subcontracts;

- f.** Contractor and Contractor’s employees and agents are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- g.** Contractor is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Non-procurement Programs” found at: <https://www.sam.gov/SAM>;
- h.** Contractor is not subject to backup withholding because:
 - (1) Contractor is exempt from backup withholding;
 - (2) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (3) The IRS has notified Contractor that Contractor is no longer subject to backup withholding; and
- i.** Contractor’s Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided to ODHS is true and accurate. If this information changes, Contractor shall provide ODHS with the new FEIN or SSN within 10 days.



Contract Number 178075

**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

**Sapphire at McKenzie Manor, LLC dba
McKenzie Manor Memory Care
360 W. 28th Ave.
Eugene, OR 97405
Attention: Lisa Hilty
Telephone: 503-819-7157
E-mail address: lhilty@sapphirehealthservices.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 St. 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 **October 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 **November 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 **\$5,363,280.00**. 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 for Memory Care

Contract Capacity: Not to exceed 13 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; Endorsed Memory Care Communities Oregon Administrative Rules Chapter 411, Division 057; 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.

McKenzie Manor Memory Care
360 W 28th Ave
Eugene, OR 97405

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. **“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.
- e. **“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.
 - f. **“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.
 - g. **“Instrumental Activities of Daily Living” or “IADL”** means tasks consisting of housekeeping, laundry, shopping, transportation, medication management, and meal preparation.
 - h. **“LPN”** means Licensed Practical Nurse.
 - 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”** means Oregon Department of Human Services.
 - k. **“ODHS Designee”** means the ODHS or AAA Case Manager or Diversion/Transition Coordinator primarily responsible for coordinating the Individual’s services.
 - l. **“On-Call”** means available to participate in discussion or for inquiries, even when not present at the service location.
 - m. **“On-Site”** means at the specific service location.
 - n. **“RN”** means Registered Nurse.
 - o. **“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.
 - p. **“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.

- q. **“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.
- r. **“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.
- s. **“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, Endorsed Memory Care Communities Oregon Administrative Rules Chapter 411, Division 057 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 4 direct care staff at full Contract capacity, during day and swing shifts. Contractor shall provide a minimum ratio of 1 direct care staff for every 5 Individuals, with a total of 3 direct care staff at full Contract 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. Program Director

In addition to the requirements of OAR Chapter 411 Division 054 rules, Contractor shall provide 1 FTE Program Director position, who is On-Site a minimum of 5 days per week. Staff in this position will oversee training requirements noted in Section 16. of this Contract.

Program Director must have experience with operational aspects of running a residential program for Individuals in the target population supervising direct care staff and understand quality assurance procedures. Contractor's Program Director responsibilities include:

- a. Screening of referrals and other activities related to admission;
- b. Facilitate, assist and provide support with client services and activities as needed, including but not limited to Individual admissions/discharges, orientations to Individual services, group facilitation and safety checks;
- c. Schedule and facilitate quarterly Service Planning Team meetings;

- d. Communicate with SPT and other team meetings regarding interactions with Individuals, observations, and changes in status of Individuals;
- e. Develop and provide Individual-specific training and monthly review of Individual Service Plans with Contractor's direct care staff;
- f. Provide or ensure availability of 24/7 supervision, as well as, direction and access to emergency backup is available for direct care staff;
- g. Manage staffing decisions such as hires and training, performing staff screening, staff scheduling, conducting initial staff on-site training, and scheduling on-call coverage for all Contractor's staff;
- h. Conduct record reviews and quality assurance checks of staff documentation;
- i. Liaison with ODHS Contract Administrator and local ODHS/AAA office of new referrals and discharges;
- j. Develop and implement policies and procedures necessary to implement Services in this contract.

10. Activities

Contractor shall provide 1.5 FTE Activity Coordinators, with one staff designated as the Activity Director. 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. Milieu Counselor/ Social Services

Contractor shall provide 1 FTE Milieu Counselor position, which may also complete Social Services duties. Staff in this position shall be responsible for behavior consultation, support, and coordination of Mental Health and other Rehabilitation services. Contractor's Milieu Counselor 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 shall provide a minimum of .1 FTE for a Quality Assurance Nurse position, specific to the residents served under this Contract. Person in this position must have experience with utilization review and nursing oversight. Contractor's Quality Assurance Nurse is responsible for evaluating nursing practices to help maximize efficiency and optimize resident care. Duties include program audits to ensure adherence to state

licensing and regulatory requirements, involvement in implementation of policy revisions, training of facility nurses on any programmatic changes and Electronic Medical Record reviews. Program audits may be done onsite or remote by telephone during scheduled meetings and through electronic medical record reviews.

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

Contractor shall:

- a. Participate in a Contract review, initiated by ODHS 90 days post-Contract execution and again annually thereafter;
- b. Provide ODHS with all requested service documentation and financial statements needed to evaluate Contractor's performance during the term of this Contract; and
- c. Based on internal audits, 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 xx/xx/xxxx through xx/xx/xxxx, unless otherwise amended, ODHS will pay to the Contractor:

\$xxxxx prorated per month per Individual for up to 28 Individuals.

- (2) As consideration for the services provided by Contractor for the time period of xx/xx/xxxx through contract end, ODHS will pay to the Contractor:

\$xxxxx prorated per 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.(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.